

STATE OF ALASKA REQUEST FOR PROPOSALS



ELIGIBILITY MODERNIZATION MILESTONE 2: INCREMENTS 1-5 RFP 2025-1600-0188

ISSUED **DATE**

THE ALASKA DEPARTMENT OF HEALTH (DOH) IS SOLICITING PROPOSALS FOR QUALIFIED CONTRACTORS TO SUPPORT THE CONTINUING MODERNIZATION DEVELOPMENT OF THE PUBLIC ASSISTANCE INTEGRATED ELIGIBILITY SYSTEM.

ISSUED BY:

DEPARTMENT OF HEALTH
DIVISION OF PUBLIC ASSISTANCE

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OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.

IMPORTANT NOTICE: IF YOU RECEIVED THIS SOLICITATION FROM THE STATE OF ALASKA'S "ONLINE PUBLIC NOTICE" WEB SITE, YOU MUST REGISTER WITH THE PROCUREMENT OFFICER LISTED IN THIS DOCUMENT TO RECEIVE NOTIFICATION OF SUBSEQUENT AMENDMENTS. FAILURE TO CONTACT THE PROCUREMENT OFFICER MAY RESULT IN THE REJECTION OF YOUR OFFER.

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SECTION 1. INTRODUCTION & INSTRUCTIONS

SEC. 1.01 PURPOSE OF THE RFP

The Alaska Department of Health (DOH), Division of Public Assistance (DPA), Eligibility Modernization Project Management Office (EMO) is soliciting proposals for a software development and implementation contractor by providing:

- Deploy a new modular integration platform using Microsoft Azure integration services (e.g. Azure API Management).
 - Ability to connect to the legacy Eligibility Information System (EIS) data sources
 - Ability to connect to Alaska’s Resource for Integrated Eligibility Services (ARIES) data
 - Ability to receive application data from the new self-service portal
 - Open to connecting to other data types, systems, and applications
- Update or deploy new backend services
 - Rules
 - Notices
 - Batch
 - Benefit issuance
 - Benefit recovery
 - Self-service for applicants
 - Both public and internal portals with appropriate workflows
- Deploy new front end web application that interacts with API platform as well as new and existing backend services
 - Workers can input information needed for eligibility determinations
 - Workers can view information about clients and cases from multiple data sources

The State has been working with its federal partners and stakeholders to implement a continuously updated roadmap to complete the remaining work to implement a fully integrated modern eligibility system, supporting all existing public assistance programs.

The roadmap illustrates milestones to be achieved while using a modular approach emphasizing agile product development and DevOps practices, incrementally implementing improvements in a measurable and sustainable way in a continuing migration of programs from the legacy system.

More detailed information can be found in SECTION 3 SCOPE OF WORK & CONTRACTUAL INFORMATION.

SEC. 1.02 BUDGET

The Alaska Department of Health, Division of Public Assistance, estimates a budget of \$20,000,000.00 dollars for completion of this project. Proposals priced at more than \$20,000,000.00 will be considered non-responsive and rejected.

Approval or continuation of a contract resulting from this RFP is contingent upon legislative appropriation or federal funding.

SEC. 1.03 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must be received no later than **TIME** prevailing Alaska Time on **DATE**. Late proposals or amendments will be disqualified and not opened or accepted for evaluation.

SEC. 1.04 MANDATORY REQUIREMENTS

To be considered responsive for this RFP, an offeror must meet the mandatory minimum experience requirements that are provided in **Submittal Form F – Mandatory Requirements**. Failure to meet all these requirements will result in immediate disqualification.

SEC. 1.05 REQUIRED REVIEW

Offerors should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and questionable or objectionable material should be made in writing and received by the procurement officer at least ten days before the deadline for receipt of proposals. This will allow time for the issuance of any necessary amendments. It will also help prevent the opening of a defective proposal and exposure of offeror's proposals upon which award could not be made.

SEC. 1.06 QUESTIONS PRIOR TO DEADLINE FOR RECEIPT OF PROPOSALS

Questions or comments regarding this RFP shall be submitted as issues within this RFP's GitHub repository no later than **4:00 PM** Alaska Prevailing Time on **XXX X, 2025**, to allow the State sufficient time to respond. All questions and comments will be publicly available. Please add yourself as a watcher on the Milestone 2 RFP GitHub Repository if your firm would like updates about changes and comments. Questions or comments received after the required deadline may not be answered.

All questions must be in writing and directed to the procurement officer and least ten days before the deadline for receipt of proposals. The interested party must confirm telephone conversations in writing.

Two types of questions generally arise. One may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make that decision.

SEC. 1.07 RETURN INSTRUCTIONS

Offerors must submit their proposals via email. The technical proposal and cost proposal must be saved as separate documents and emailed to doh.procurement.proposals@alaska.gov as separate, clearly labeled attachments. The email must contain the RFP number in the subject line.

The maximum size of a single email (including all text and attachments) that can be received by the state is 25mb (megabytes). If the email containing the proposal exceeds this size, the proposal must be sent in multiple emails that are each less than 25 megabytes.

Please note that email transmission is not instantaneous. Similar to sending a hard copy proposal, if you are emailing your proposal, the state recommends sending it enough ahead of time to ensure the email is delivered by the deadline for receipt of proposals.

It is the offeror's responsibility to contact the above email address to confirm that the proposal has been received. The state is not responsible for unreadable, corrupt, or missing attachments.

SEC. 1.08 ASSISTANCE TO OFFERORS WITH A DISABILITY

Offerors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the procurement officer no later than ten days prior to the deadline for receipt of proposals.

SEC. 1.09 AMENDMENTS TO PROPOSALS

Amendments to or withdrawals of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the state's request in accordance with 2 AAC 12.290.

SEC. 1.10 AMENDMENTS TO THE RFP

If an amendment is issued before the deadline for receipt of proposals, it will be provided to all who were notified of the RFP and to those who have registered with the procurement officer after receiving the RFP from the State of Alaska Online Public Notice website.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

SEC. 1.11 RFP SCHEDULE

RFP schedule set out herein represents the state's best estimate of the schedule that will be followed. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule may be shifted accordingly. All times are Alaska Time.

ACTIVITY	TIME	DATE
Issue Date / RFP Released		
Deadline to Submit Questions		
Deadline for Receipt of Proposals / Proposal Due Date		Must be at least 60 days
Proposal Evaluations Start		
Interviews Complete		
Notice of Intent to Award		
Contract Issued for Review and Signature		
Contract Start Date		

This RFP does not, by itself, obligate the state. The state's obligation will commence when the contract is approved by the Commissioner of the Department of Health, or the Commissioner's designee. Upon written notice to the contractor, the state may set a different starting date for the contract. The state will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the state.

SEC. 1.12 PRE-PROPOSAL CONFERENCE

A pre-proposal conference/teleconference will not be held for this solicitation. Interested parties may submit questions in writing per SEC. 1.06.

SEC. 1.13 ALTERNATE PROPOSALS

Offerors may only submit one proposal for evaluation. In accordance with 2 AAC 12.830 alternate proposals (proposals that offer something different than what is asked for) will be rejected.

SEC. 1.14 NEWS RELEASES

News releases related to this RFP will not be made without prior approval of the project director.

SECTION 2. BACKGROUND INFORMATION

SEC. 2.01 BACKGROUND INFORMATION

Alaska Statute [47.05.010](#) designates Department of Health (DOH), Division of Public Assistance (DPA) as having responsibility for determining eligibility and administration of Alaska’s public assistance programs. As a part of this designation, DPA is charged with determining eligibility for each of the programs based on state and federal regulation, governed by Alaska Administrative Code, [Title 7](#). Our mission is to “promote self-sufficiency and provide basic living expenses to Alaskans in need.”

This includes the following programs:

- Adult Public Assistance (APA)
- Alaska Temporary Assistance Program (ATAP)
- ATAP Work Services
- Childcare
- Chronic and Acute Medical Assistance (CAMA)
- Family Nutrition
- General Relief Assistance
- Heating Assistance
- Interim Assistance
- Medicaid
 - Modified Adjusted Gross Income (MAGI)
 - Denali KidCare (SCHIP)
 - Aged, Disabled, Blind, and Long-Term Care
- Permanent Fund Dividend Hold-Harmless
- Senior Benefits
- Supplement Nutrition Assistance Program (SNAP) (aka food stamps)
- SNAP Employment and Training
- Tribal Assistance for Needy Families (TANF)
- Women, Infants, and Children Program (WIC)

DPA has federal partners, including the Centers for Medicare & Medicaid Services (CMS), Food and Nutrition Services (FNS), and Administration of Children and Families (ACF), who we work with to implement regulations and program rules.

To perform this work, DPA uses several technical systems. These include a legacy mainframe system (EIS), as well as a modern Modified Adjusted Gross Income (MAGI) Medicaid determination platform, known as Alaska’s Resource for Integrated Eligibility Services (ARIES).

While EIS has effectively supported program administration and benefit delivery for over 40 years, the technology on which it is based (IBM mainframe platform, COBOL software development language and ADABAS database management system) is becoming increasingly difficult to maintain. Many significant changes in Public Assistance programs and program administration have occurred since the system was placed into production in 1984. Mandatory Federal Medicaid provisions of the ACA, Welfare Reform, new program demands, and the continued growth and complexity in public assistance programs are creating a shift in business needs. The system is currently functioning well beyond the capacity for which it was designed and does not provide the flexibility needed to implement mandatory federal provisions.

The modern system, called ARIES, is used by over 400 users consisting of eligibility technicians, administrative staff, and management personnel within DPA, and contains over 200,000 benefit recipients. In addition to these users there are multiple contractors and community partners that access the system to assist in the public assistance program administration. In total the ARIES system is used by over 700 users.

Greater system flexibility and robust reporting capabilities are needed to accommodate changes driven by federal and state laws and to ensure the long-term ability of DPA to provide efficient, economical, and effective administration of its programs. The Division needs to pursue implementation of a more advanced software application based on current technology and Service Oriented Architecture (SOA) that aligns with the Medicaid Information Technology Architecture (MITA) and compliance with the CMS Seven Standards and Conditions. This will ensure a successful implementation of the mandatory federal Medicaid provisions.

In addition, DPA needs a user-friendly and adaptable system to gain efficiencies, reduce system maintenance costs, respond to increasing service demands, improve customer service, and better support the timeliness and accuracy of eligibility decisions.

DPA is developing a modern, integrated eligibility system that enables staff to more efficiently issue correct and timely benefits to Alaskans who need help meeting their basic needs. Utilizing agile development methods and modular procurements, DPA has the goal of implementing an eligibility system that not only meets state and federal standards, but is user friendly for clients, eligibility staff, and technical staff.

DPA has moved away from a "big bang" waterfall acquisitions process to a more modular approach, emphasizing user centered design, agile product development, and DevSecOps practices. We integrate user experience, security, and privacy into all our development work. More information about the Eligibility Modernization project can be found [here](#) **(be sure to add yourself as a watcher on the overall eligibility modernization repository to automatically get updates about changes and upcoming procurements)**. The goal of this approach is to incrementally improve the current situation in a measurable and sustainable way, and eventually allow the continued migration of programs away from the previous eligibility system and onto something more modern, flexible and maintainable.

Offerors should review this repository for information that will be critical in constructing a quality proposal.

Of specific interest are:

[Procurement strategy](#)

[Modular product design strategy](#) and our [Modular Experience and API Framework Prototype](#)

[How We Work](#)

[EIS Modernization Project Technical Strategy](#)

This approach to ensuring continuing progress towards the DPA roadmap goals is to organize product teams to work on the individual procurements and product increments. These teams work together with the selected vendor to complete work organized by regular sprints. These sprints include activities like a daily or regular standup, a retrospective held at the end of each sprint, a sprint review of work completed, sprint planning and backlog grooming sessions.

The first product increments were improvements to the worker experience in the ARIES System in addition to stabilizing the underlying infrastructure (Milestone 1). In this acquisition, Milestone 2 Increments 1-5, we are looking to move the remaining Medicaid categories off the legacy mainframe to a modern system exercising our user centered design practices, modern software development methods and security focused continuous deployment processes. Specific information regarding this procurement can be found in the RFP-ARIES-Milestone 2 GitHub Repo (**make sure to add yourself as a watcher to receive updates**).

SEC. 2.02 MEDICAID PROGRAM BACKGROUND INFORMATION

The Department of Health (DOH) is the state agency designated to administer the Alaska Medicaid program, which includes:

- Medicaid
- Denali KidCare (DKC)
- Chronic and Acute Medical Assistance

The Division of Public Assistance (DPA) is responsible for determining the eligibility of individuals and families in need of Medicaid benefits.

DPA administers the Medicaid program in accordance with Federal and State laws and regulations. The Medicaid program is authorized under Title XIX and Title XXI of the Social Security Act and the Code of Federal Regulations, Title 42 Part 435 and Title 45 Part 233. Alaska’s Medicaid State Plan may be viewed [here](#).

Alaska joined the Medicaid program in September 1972. New services and eligible groups have been added to the program since that time by the Legislature. The Medicaid program in Alaska is authorized under Alaska Statutes 47.07.010 - 47.07.900 and the Alaska Administrative Code, Title 7 Chapter 43 and Chapter 100.

Medicaid is jointly financed by the federal government and the state. Certain groups of individuals and services are required by federal law, while other optional groups of individuals and services are selected by the State.

Medicaid benefits are a crucial component of the safety-net services delivered through DPA. Careful assessment by DPA staff identifies the Medicaid program best suited to meet the needs of applicant families and individuals. As families transition from welfare to work, DPA staff ensure that eligible family members continue to receive Transitional Medicaid benefits. DPA staff is also responsible for determining eligibility and issuing benefits for infants, children, pregnant women, adults, elderly, and disabled individuals who qualify for one of the categorical Medicaid programs.

The majority of Medicaid recipients are beneficiaries of other programs and services administered and delivered by DPA. For example, many recipients of ATAP benefits also receive Medicaid benefits. Many children, young adults, and elderly or disabled persons receiving Medicaid also receive SNAP or Adult Public Assistance benefits. Over 250,000 Alaskans receive medical benefits through the Medicaid Program.

Modified Adjusted Gross Income (MAGI) Medicaid

In March 2010, the Affordable Care Act (ACA) was signed into law. The ACA is based on the Patient Protection and Affordable Care Act (Public Law 111-148, as amended) and the Health Care and Education Reconciliation Act (Public Law 111-152). The law as originally enacted focuses on provisions to expand coverage, control health care costs, and improve the health care delivery system. The ACA also included provisions to streamline eligibility, enrollment, and renewal processes, for example, by requiring a single application for Medicaid, CHIP, and

subsidized exchange coverage. The ACA changes for Medicaid came into effect January 1, 2014, replacing Alaska's Family Medicaid with MAGI Medicaid.

The ACA established a new methodology for determining Medicaid income eligibility for most children, pregnant women, parents, and adults. The MAGI-based methodology considers taxable income and tax filing relationships to determine financial eligibility for Medicaid. MAGI replaced the former process for calculating Medicaid eligibility, which was based on the methodologies of the Aid to Families with Dependent Children program that ended in 1996. Some individuals are exempt from the MAGI-based income counting rules, including those whose eligibility is based on blindness, disability, or age (65 and older).

By allowing people seeking healthcare coverage to complete one application that determined which health and social services programs they or their family were eligible for, the Affordable Care Act made it easier for people to apply for and enroll in health care coverage.

Eligibility determinations for MAGI Medicaid are made in ARIES. More information may be found [here](#).

Denali KidCare (DKC) aka State Children's Health Insurance Program (SCHIP)

Denali KidCare provides excellent health insurance coverage for children and teens through age 18, as well as for pregnant women who meet income guidelines.

Eligibility determinations for Denali KidCare are made in ARIES.

Adult Public Assistance (APA) and Long Term Care (LTC) Medicaid

The applicable eligibility categories for APA and Long Term Care Medicaid in Alaska are:

- Supplemental Security Income (SSI) Recipient
- APA Recipient
- SSI Eligible - Not Receiving Cash Payments
- APA Eligible - Not Receiving Cash Payments
- SSI or APA Ineligibles for Reasons Prohibited by Medicaid
- Working Disabled Medicaid Buy-In
- Special Long Term Care
- Disabled Children at Home (TEFRA)
- "Pickle People" (Deemed an SSI/APA recipient under the Pickle Amendment)
- "Section 1619(b)" Eligible
- SSI Disabled Children
- Disabled Widow(er)

Individuals receiving APA and SSI are automatically eligible for Medicaid.

Individuals who meet the categorical requirements of APA-related Medicaid but require an institutional living arrangement or home and community-based care, may be eligible for Medicaid under the Special Long Term Care category.

In addition, Alaska has the following eligibility categories that help pay Medicare costs, but do not offer regular Medicaid coverage:

- Qualified Medicare Beneficiary (QMB);
- Qualified Disabled and Working Individuals (QDWI);

- Specified Low Income Medicare Beneficiary (SLMB); and
- Specified Low Income Medicare Beneficiary Plus (SLMB PLUS).

Eligibility determinations for APA and LTC related categories are currently made in EIS. Milestone 2 Increments 1-5 plans to move these categories from the legacy EIS to the modern integrated eligibility system. More information may be found [here](#).

Hospital Presumptive Eligibility (HPE)

Hospital Presumptive Eligibility is a requirement of the Affordable Care Act (ACA) that was effective January 1, 2014. States are required to allow approved hospitals to presumptively determine eligibility for certain categories of MAGI Medicaid and Breast & Cervical Cancer Medicaid (BCCM / Ladies First).

SEC. 2.03 OUTCOMES AND MEASUREMENTS

CMS-required outcomes for Medicaid Enterprise Systems (MES) are the standard requirements for certification based on federal regulations and statutes. These outcomes establish a baseline for the functionality of a system or module, which is required to continue receiving federal funding for operations. CMS-required outcomes also demonstrate that a system complies with applicable federal regulations.

While some of the outcomes below have been achieved in the ARIES system today, they must nonetheless remain a consideration for all future development initiatives and/or system implementations. Specific metrics have been defined for each of those outcomes; the DPA continues to monitor those metrics seeking continual improvements. For those outcomes below that have not yet been achieved, metrics will be developed to facilitate measuring our success in achieving the related outcome.

Reference #	Outcome	Sources
EE1	The eligibility system receives, ingests, and processes the single-streamlined applications, change of circumstances, renewal forms, and any supporting documentation requested by the state (including telephonic signatures) from individuals, for all Medicaid eligibility groups and CHIP through online via multiple browsers, mail (paper), phone, and in person (e.g., via kiosk) applications to support eligibility determination for all Insurance Affordability Programs (Federal Health Insurance Exchange), state Medicaid or CHIP, State-Based Marketplace (SBM), Basic Health Program (BHP).	42 C.F.R. §435.907 42 C.F.R. §435.916 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Island)
EE2	Individuals experience a user-friendly, dynamic, online application, such that subsequent questions are based on prior answers.	42 C.F.R. §435.907 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)

EE3	Individuals eligible for automatic Medicaid eligibility are promptly enrolled (e.g., SSI recipients in 1634 states, individuals receiving a mandatory state supplement under a federally- or state-administered program, individuals receiving an optional State supplement per 42 C.F.R. 435.230 and deemed newborns). (Automatic enrollment in Guam, Puerto Rico, and the U.S. Virgin Islands is required only for individuals receiving cash assistance under a state plan for OAA, AFDC, AB, APTD, or AABD, and deemed newborns.)	42 C.F.R. §435.117 42 C.F.R. §435.909 42 C.F.R. §436.909 and 42 C.F.R. §436.124 (for Guam, Puerto Rico, and the Virgin Island)
EE4	The state correctly calculates income and household composition based on Modified Adjusted Gross Income (MAGI) and non-MAGI methodologies at application and renewal. Example business rules include subtracting 5 percentage points off FPL for applicable family size.	42 C.F.R. §435.603 42 C.F.R. §436.601 and 42 C.F.R. §436.811-814 (for Guam, Puerto Rico, and the Virgin Islands)
EE5	The eligibility system uses automated interfaces with electronic data sources to enable real-time or near real-time, no manual touch eligibility determinations. The data sources include (but are not limited to) SSA and the Department of Homeland Security (DHS) (directly or via the Federal Data Services Hub (FDSH) state quarterly wage data, data from financial institutions for asset verification, Renewal and Redetermination Verification service through the FDSH, Public Assistance Reporting Information System (PARIS) to verify Medicaid coverage in other states.	42 C.F.R. §435.940-965 42 C.F.R. §435.945(d) 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE6	Individuals who apply for Medicaid based on disability receive an eligibility determination within 90 days and all other applicants receive an eligibility determination within 45 days.	42 C.F.R. §435.911-912 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)

EE7	Individuals are enrolled for up to 90 days if pending verification of citizenship or immigration status.	42 C.F.R. §435.407 42 C.F.R. §435.956 42 C.F.R. §436.407 and §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE8	Individuals are enrolled pending verification of SSN.	42 C.F.R. §435.910 42 C.F.R. §435.956(d) 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE9	Individuals receive system-generated timely automated (versus manual) eligibility notices and request for additional information for eligibility determination, as necessary.	42 C.F.R. §431.210-214 42 C.F.R. §435.917-918 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE10	Individuals receive electronic notices and alerts as applicable via their preferred mode of communication e.g., email, text that notice is available in online account).	42 C.F.R. §431.210-214 42 C.F.R. §435.917-918 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE11	Following an eligibility determination, the system promptly sends the beneficiary information to MMIS to complete enrollment into the appropriate delivery system (e.g., FFS, managed care).	42 C.F.R. §435.914 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE12	The system receives Presumptive Eligibility (PE) applications from all approved entities in an automated manner and facilitates eligibility termination if no full Medicaid application is received by the end of the month following the month of PE determination.	42 C.F.R. §435.1110
EE13	The system uses electronic data sources to confirm eligibility, wherever possible, to facilitate ex-parte renewals.	42 C.F.R. §435.916 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE14	If ex-parte renewal cannot be completed, the system can automatically generate pre-populated renewal forms and distribute those forms via individuals' preferred communication mode.	42 C.F.R. §435.916 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)

EE15	The system applies an automated eligibility hierarchy that places an individual in the most advantageous group for which they are eligible at initial application and renewal.	42 C.F.R. §435.404 42 C.F.R. §436.404 (for Guam, Puerto Rico, and the Virgin Islands)
EE16	The system uses automated business rules to assign accurate eligibility categories for all the mandatory and relevant optional eligibility groups at initial application and renewal. Example business rules include: <ul style="list-style-type: none"> ▪ Correct identification of individuals age 19-64 at or below 133 percent FPL (VIII group) ▪ Correct alignment of eligibility categories to FMAP rate 	42 C.F.R. §435.404 42 C.F.R. §436.404 (for Guam, Puerto Rico, and the Virgin Islands)
EE17	Incarcerated individuals receive timely access to inpatient services and receive a timely and accurate eligibility determination upon release.	42 C.F.R. §435.1009 42 C.F.R. §436.1005 (for Guam, Puerto Rico, and the Virgin Islands)
EE18	Individuals whose coverage is limited to emergency services due to immigration status receive timely and accurate eligibility determination.	42 C.F.R. §435.139 42 C.F.R. §440.255(c) 42 C.F.R. §436.128 (for Guam, Puerto Rico, and the Virgin Islands)
EE19	Individuals receive timely and accurate determinations of eligibility for the three months prior to the date of application if the individual would have been eligible and received Medicaid covered services.	42 C.F.R. §435.915 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE20	Individuals are promptly enrolled with the accurate effective date of eligibility in accordance with the approved State Plan.	42 C.F.R. §435.915 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE21	In states that have an integrated eligibility system with human services programs, the system is able to pend application for one program without having to do so for Medicaid or CHIP programs, if needed.	June 18, 2013, CMS Guidance on State Alternative Applications for Health Coverage

EE22	The state maintains a coordinated eligibility and enrollment process with all insurance affordability programs by supporting bi-directional data-sharing for application-related data and adjudication status with all relevant insurance affordability programs (FFE, CHIP, SBE if applicable, BHP if applicable).	42 C.F.R. §435.1200
EE23	Account Transfer information for individuals applying to the FFE from a determination state is automatically ingested and the state promptly enrolls individuals determined eligible by the FFE.	42 C.F.R. §435.1200
EE24	Account Transfer information for individuals applying at the FFE from an assessment state is automatically ingested and the state conducts only the remaining verifications necessary to complete the determination process for individuals assessed as potential eligible by the FFE.	42 C.F.R. §435.1200
EE25	The system receives and responds to requests from the FFE in real-time to confirm whether an individual applying for coverage through the FFE currently has Minimum Essential Coverage through Medicaid or CHIP.	42 C.F.R. §435.1200
EE26	Persons with disabilities or with Limited English Proficiency (LEP) can submit a single, streamlined application with any necessary assistance (e.g., TTY for the hearing impaired for phone applications, and language assistance for persons with LEP).	42 C.F.R. §435.905 42 C.F.R. §435.908 42 C.F.R. §436.901 (for Guam, Puerto Rico, and the Virgin Islands)
EE27	Beneficiaries and applicants can submit an appeal against an adverse action via multiple channels (e.g., online, phone, mail, in person) and the appeal status and adjudication of an appeal can easily be accessed by necessary state staff and appellants.	42 C.F.R. §431.221

The Alaska Department of Health considers these outcomes to be critical to the overall implementation success of this project. The outcomes will be documented, measured, and reported throughout the life of this contract and beyond.

SEC. 2.04 CURRENT ARCHITECTURE

Below is information describing the current mix of systems that are used to determine public assistance program eligibility. The overall modernization strategy for the public assistance system is contained in the DOH [GitHub Repository](#). The following is for reference only and connects to the scope of work described in Section 3 SCOPE OF WORK & CONTRACTUAL INFORMATION.

Alaska's Resource for Integrated Eligibility Services (ARIES)

The ARIES system is:

- Hosted in the Azure Commercial Cloud on a mix of:
 - Azure Infrastructure-as-a-Service (IaaS) (this includes a development, staging/user testing, training, and production environments)
 - Azure Platform-as-a-Service (PaaS) (this includes Azure App Services where a person search application is hosted with an instance for development, test, and production)
 - Limited Azure Integration Services (preferred over MuleSoft)
- Department of Health data center (on premises)
 - Servers that support the unified search application (Windows-based)
- IBM based technology stack
 - Base WAS – WebSphere Application Server
 - Network Deployment WAS – WebSphere Application Server
 - Operational Decision Management – ODM
 - IBM Security Verify Access Appliance – ISVA
- Java
 - Spring Boot Framework
- MuleSoft community edition ESB
- Quartz Enterprise Job Scheduler
- OpenText ExStream (the division is considering migrating to a new enterprise content management system (ECM))
- PostgreSQL (primary application database)
- Atlassian JIRA for issue tracking
- Azure DevOps
- Aha! (used for road mapping and deployment plans)
- Modern Requirements (tracks testing activities)
- Microsoft SQL and Microsoft SQL Server Reporting Services – SSRS

ARIES integrates & interfaces with the following systems:

- CMS Federal Data Services Hub
 - SSA Composite
 - Account Transfer
 - Non-Employer Sponsored Insurance Minimum Essential Coverage
 - FFM Referrals
 - Verify Current Income
 - Verify Lawful Presence

- Alaska’s Health Information Exchange (HIE)
- Alaska Medicaid Management Information System (MMIS)
- Permanent Fund Dividend (PFD)
- Multivue Master Client Index (MCI)
- Finalist/Spectrum address validation
- National Change of Address (NCOA)
- Alaska Department of Labor
- Alaska Child Support Enforcement Division (CSED)
- Alaska Division of Public Health (DPH)
- Alaska Native Tribal Health Consortium (ANTHC)
- Eligibility Information System (EIS)
- Other external website interfaces:
 - SAVE - Automated Secondary Verification of Aliens' Status
- Other external applications:
 - Instant Eligibility Verification System (IEVS)
 - Current Workflow Management System
 - ILINX document management system

* Integrations primarily developed using the State’s integration layer which is built in either MuleSoft or Azure Integration Services (preferred).

Eligibility Information System (EIS)

EIS is an “Adaptable DATA BASE System” (ADABAS) database system which resides in a mainframe environment. The database actually serves two separate programs: EIS and the Case Management System (CMS). Consequently, certain data files are shared between the systems.

EIS runs batch jobs to perform tasks in the following general categories:

- Interface batch jobs
- Reports batch jobs
- Notices batch jobs
- Alerts batch jobs
- Issuance batch jobs
- Database Maintenance batch jobs and
- Other batch jobs

EIS interfaces with the following systems:

- Social Security Administration (SSA) Beneficiary Data Exchange (BENDEX)
- Department of Labor and Workforce Development (DOLWD)
- SSA Supplemental Security Income (SSI) / State Data Exchange (SDX)
- SSA State Verification Exchange System (SVES) / State On-Line Query (SOLQ)
- Internal Revenue Service (IRS) Income Eligibility Verification System (IEVS)
- Beneficiary Earnings Exchange Record System (BEERS)
- Permanent Fund Dividend (PFD)

- Alaska Medicaid Management Information System (MMIS)
- Alaska Child Support Enforcement Division (CSED)
- Alaska Office of Children’s Services (OCS)
- Cook Inlet Tribal Council (CITC)
- Public Assistance Reporting Information System (PARIS)
- Alaska Bureau of Vital Statistics (BVS)
- Alaska State Accounting System (IRIS)
- Electronic Benefit Transfer (EBT)
- Multivue Master Client Index (MCI)
- Finalist/Spectrum address validation
- National Directory of New Hires (NDNH)
- Interactive Voice Response (IVR) system
- Department of Education and Early Development (DEED)
- Alaska's Resource for Integrated Eligibility Services (ARIES)
- Other external website interfaces:
 - Ingens
 - SAVE - Automated Secondary Verification of Aliens' Status
- Other external applications:
 - Instant Eligibility Verification System (IEVS)
 - Current workflow management system
 - ILINX document management system

Integration:

The EIS mainframe environment is connected to two solutions for data integration which can be used to interact with the mainframe / EIS data.

- SoftwareAG EntireX
 - Used primarily for searching EIS data using web services and an EntireX Broker
 - Limited Dataset
 - Read Only
- SoftwareAG CONNX
 - Support for syncing data to a Relational Database (RDBMS)
 - Support for various database adapters (licensed per adapter – current license for PostgreSQL)
 - All Data Available
 - Read / Write / Update / Delete
 - Supports creation of single views (data on mainframe / RDBMS)
 - Integration layer exists for certain data elements
 - Access is currently limited and this procurement would require additional APIs to be built to satisfy the data interoperability requirements

EIS supports benefit issuance through EBT, direct deposit, warrants, standard and non-standard Medicaid coupons; Denali KidCare ID cards; and Subsistence SNAP ID cards. ARIES supports benefit issuance through standard and non-standard Medicaid cards and coupons and Denali KidCare ID cards.

Both systems (EIS and ARIES) support notices and forms generation by both data entry into the system and by other triggers such as dates or specific case events. Generated notices are queued for nightly printing and daily mailing at DPA Systems Support. Currently, notices and forms support English as the only language. Notices are printed in a standardized layout, font, color, etc., that may not be altered.

All notices include specific information printed on the back side of the notice. System generated notices are automatically created when the case is processed. Also, the creation of many system notices generates other associated notices. These relationships are defined in each system. Notices are also associated with particular forms (defined in the system) to be included in the mailing. All forms are pre-printed and exist in various sizes, colors, layout, etc.

SECTION 3. SCOPE OF WORK & CONTRACT INFORMATION

SEC. 3.01 SCOPE OF WORK

The Alaska Department of Health (DOH), Division of Public Assistance (DPA), Eligibility Modernization Project Management Office (EMO), is soliciting proposals for a software development and implementation contractor.

The Department wants assistance in replacing an aging automated eligibility information system (EIS) with a more efficient system that will more effectively meet the changing needs of the State of Alaska. Other key objectives include the following:

- Develop and deploy an Integrated Eligibility System (IES) or module that facilitates administering the following public assistance programs: Aged Blind and Disabled, Long Term Care, Waiver Medicaid, TEFRA, Additional Medicaid categories (Title IV-E, Residential Psychiatric Treatment, and MAGI-Spousal Support), and Hospital Presumptive Eligibility.
- Design and develop a new front-end portal, replacing the existing ARIES portal with a modern solution
- The system must integrate with ARIES, Genesys (call-center), ILINX (document management and e-Form(s) (public facing eligibility application)), Current (workflow management), Alaska Connect - Engage (client portal), IEVS (eligibility verification), etc.
 - Integration is intended to be performed via APIs that interact with the existing Azure integration services. These will need to be developed as a part of this procurement.
- System or module provides Alaska the flexibility to meet the challenges of the Affordable Care Act (ACA) including additional service integration with the Federal Data Services Hub;
- Develop and deploy a system or module that meets all current and applicable Federal guidelines, deadlines, and standards to include HIPAA, MITA 3.0, emerging standards and guidelines related to ACA, and compliance with the CMS Seven Standards & Conditions and Streamlined Modular Certification (SMC);
- Optimize application maintenance costs;
- Optimize long-term operational costs;
- Enhance program uniformity;
- Improve customer service;
- Allow for greater flexibility;
- Easy to use, maintain, and configure;
- Easy to expand system capabilities to support future requirements;
- Function based on a comprehensive, easily updateable rules engine.

The proposed solution will use existing state resources as much as possible. Critical state resources include leveraging existing technology and software licenses.

While the current modern eligibility platform (ARIES) is largely based upon a Commercial Off-The Shelf (COTS) system, DPA will consider custom development solutions and/or additional COTS solutions.

Additionally, we embrace the use of open-source software and may share the code that is developed as part of this effort openly in public repositories.

The successful offeror will build a new worker facing data entry platform (portal) for all Medicaid categories to allow State of Alaska DPA eligibility staff to enter information required, and to receive eligibility determination information. This system will integrate with the existing infrastructure listed in Section 2.04 including:

- Existing IBM components
 - Base WAS – WebSphere Application Server
 - Network Deployment WAS – WebSphere Application Server
 - Operational Decision Management – ODM
 - IBM Security Verify Access Appliance – ISVA
- Existing eligibility platform applications/components
 - Unified search module
 - JAVA
 - Spring framework
 - MuleSoft community edition ESB
 - Azure Integration Services (preferred over MuleSoft)
 - Quartz Enterprise Job Scheduler
 - OpenText ExStream (notice generation platform) (the division is considering migrating to a new enterprise content management system (ECM))
 - Postgres (primary application database)
 - Atlassian JIRA for issue tracking
 - Azure DevOps
 - Aha! For road mapping and deployment plans
 - Modern Requirements (tracking testing activities)
 - Microsoft SQL and Microsoft SQL Server Reporting Services – SSRS

The resulting system must also integrate with the components above to meet the key objectives, all CMS required outcomes in Section 2.03 and comply with the requirements in the attached QAP.

The goal of this project is to:

- Issue Medicaid program benefits based on program rules in accordance with all state and federal regulations and timeframes
- Support automated notice generation
 - All required correspondence and notices for program communication must be developed and integrated with existing enterprise content management system (ECM), currently OpenText ExStream but may change during the life of this contract.
- Benefit issuance based on program rules that follows all state and federal regulations.
- API layer that supports greater integration with existing systems and new systems, including client portal, document management, and workflow management systems
- Interconnections to all existing Federal and State data sources
- Greater integration with the legacy EIS, ARIES, Genesys (call-center), ILINX (document management), Current (task management and workflow management), Alaska Connect - Engage (client portal), IEVS (eligibility verification), etc.
 - This integration is planned to be accomplished via the Azure integration services in place, as well as CONNX and EntireX

- Implement a fully redesigned worker portal – UI/UX staff/researcher improve user experience
- Adhere to the DOH technical Quality Assurance Plan (QAP) and related service level agreements (SLAs)
- Review and incorporate the DOH technical team prototype findings
- Enhance reporting, data access, and auditability
- Implement an automated testing framework to verify QAP adherence
- Comply with all federal and state applicable security and privacy standards (see section 3.05 – 3.08)
- Produce documentation in accordance with the standards listed in the Section 3.04 Deliverables
- Support a workflow driven user experience to determine Medicaid eligibility
- Support automated application registration
- Support automated eligibility redetermination process

Additional requirements:

- Contractor shall use proven open-source libraries that are well supported and documented so that future vendors can contribute more easily. Before any libraries are chosen, the Alaska product team will evaluate them to determine if they meet these conditions.
- Contractor shall abide by best practices around unit and integration testing for both front-end and back-end components.
- Contractor shall ensure the design aligns with the modular product design strategy from the beginning so that future vendors can integrate more easily with the overall experience.
- Contractor shall ensure pages load efficiently across geographies and display/function properly on different device types and using various modern and necessary browsers.
- All software code delivered under this order shall comply with the 18F open source policy in effect as of the date of award.
- All software code delivered under this order shall comply with the 18F accessibility guidance in effect as of the date of award.
- APIs should comply with the 18F API standards.
- Work will be conducted in 2-4 week sprints and reviewed at the end of each sprint for acceptability before moving on.
- Contractor shall ensure that system documentation is as automated as possible so that it does not have to be updated manually.
- Contractor shall work with the State of Alaska to ensure that support and operations teams are trained.

Note the vendor will not be required to handle any of the following tasks:

- Provide hosting of the data
- Directly create, update, or delete the data

SEC. 3.02 PRODUCT MANAGEMENT REQUIREMENTS

PRODUCT MANAGEMENT

The contractor shall provide a Product Manager point of contact for the EISM Project Team for problem resolution, program management reporting in accordance with program management methodologies, and staffing requirements. Sprint plans will be developed collaboratively with the EISM Project Team.

We manage our projects using a mix of traditional agile processes.

These include sprint ceremonies:

- Sprint planning
- Sprint grooming
- Sprint review including product demo
- Sprint retrospective

Our processes also include security throughout the effort, so we typically refer to our work as DevSecOps. You can find more information about How We Work [here](#).

A successful contractor team will have experience working with clients using modern software development approaches. These approaches must include cross-functional teams that use human-centered design, build with modern technology stacks, and use an iterative, agile approach to continuously deliver working software to their clients.

DAILY OPERATIONS

Daily operations will be managed by the contractor's product manager but coordinated to and communicated with the EISM Project Team. They may include:

- Daily standup via video
- Chat communications via MS Teams
- Manage and update user stories and workflow tasks in shared project management platform (Azure DevOps)

PROJECT MANAGEMENT PLAN

Within the first two sprints a simple lightweight project management plan deliverable delivery is required. This deliverable should include staffing chart, information about basic project management procedures, risk and issue identification and tracking system, training approach, and issue escalation process.

TESTING PLAN

The vendor is required to deliver a comprehensive testing plan by the end of the 6th sprint. This plan should outline strategies for testing all software developed during this agile project. The testing plan must include:

- Test Types: Detailed descriptions of all planned test types, including but not limited to:
 - Functional Testing
 - Acceptance Testing
 - Security Testing

- Performance Testing
 - Usability Testing
- Execution Methods: Clear identification of the execution methods for each test type, specifying whether they will be conducted manually or through automated processes.
- Test Coverage: An explanation of how the testing will ensure coverage of all project requirements and user stories aligning with the requirements in the QAP
- Test Environments: Specifications of the test environments that will be required and used for each type of testing proposed, including hardware, software, and network configurations.
- Test Schedule: timelines for the execution of tests, aligned with the project sprints and milestones.
- Test Data Creation: methodology for identifying and creating a representative test data set for each testing effort to ensure appropriate coverage.
- Defect Management: Procedures for tracking, reporting, and resolving defects identified during testing.
- Quality Metrics: Metrics and benchmarks that will be used to measure the quality and performance of the software in accordance with the requirements described in the QAP.
- Continuous improvement processes
 - Explanation of the methods to ensure that testing results will be continuously fed back into the testing process, increasing the efficiency of future testing.

STATUS REPORTS

In lieu of a typical status report, the following are required to document progress over the course of the period of performance for each sprint:

- Links to relevant GitHub branches, pull requests, and/or commits
- Screenshots of any available visualization (as appropriate)
- Screenshot, links, or other documentation from the contractor's project management system reflecting completed features, including number and percentage of completed sprint tasks (e.g., percentage of tasks completed)
- A burndown chart showing user story completion for each sprint vs. planned work
 - Burndown towards features, epics or releases should also be included where applicable
- Ongoing information about velocity and changes to team velocity over time

DESIGN RESEARCH PLAN

By the end of the second sprint, vendor shall establish a design research plan in collaboration with the EISM Project Team. This plan must account for the availability of resources, articulation of research methods, and delivery of research-related records. In subsequent sprints, research-related records will be delivered in accordance with the approved design research plan.

USABILITY PLAN

By the end of the second sprint, vendor shall establish a usability plan that clearly describes the methods that will be used to ensure that ongoing usability testing will occur throughout the life of the project. The plan will include:

- Goals of the usability practice
- Methodology that will be employed during the activity
- Team members that will be needed from the Department of Health and the Division of Public Assistance

SEC. 3.03 TRANSITION REQUIREMENTS

TRANSITION ACTIVITIES

The contractor shall:

a) Ensure and agree that all deliverables, products, licenses, designs, data, documentation, tests, user research notes, source code, configuration settings and files, and materials developed throughout this contract will be the property of the State of Alaska and in the public domain.

b) During the transition to the State of Alaska and/or a new contractor, the contractor shall perform all necessary transition activities, including, but not limited to, continued full services to DPA; participation, at discretion of Alaska technical team, in meetings with the State of Alaska or new contractor to effect a smooth transition and provide detailed information on the operation of all deliverables; training of new personnel (contractor or State) during transition period, appropriate close-out of outstanding technical and related work.

c) Deliver a final report that shall include list of sprint tasks completed, documentation, and link to code repository. Should the Contract be terminated prior to the end of the period of performance, the contractor shall transfer all project materials to the procurement officer within two weeks of the procurement officer's request.

SEC. 3.04 DELIVERABLES

The contractor will be required to provide the following deliverables:

Deliverable	Due Date	Description
Code & Status Reports	1 business day after each sprint	Demonstration of progress throughout each sprint. This should include a ship or progress update report to include team activities and accomplishments.
Code Repository of Product	Continuously delivered throughout contract	Version-controlled Open-Source repository of code that comprises product. Any incomplete code will be delivered at end of contract. Code repository should include any relevant tests.
Data Access Plan	Delivered after sprint 6 and updated as needed	A plan that ensures that all data is accessible for reporting, auditing, and extraction in a standard format. This data may be used for multiple purposes including federal reporting, operational reports, security audits, management reporting, or program overviews.

Deliverable	Due Date	Description
Research	Research-related records shall be delivered at the end of the third sprint and every applicable sprint thereafter	A summary of research conducted, and results found. If applicable, next steps or recommendations based on research.
Design Deliverables	End of every applicable sprint	Mockups and/or design files if applicable, or design changes reflected in the Development Prototype.
Training Materials	Following an agreed upon timeline and prior to eligibility worker use	All related training materials including screenshots, how-to guides, workflow diagrams etc.
Security Documentation	At the end of every applicable sprint	Information that must be included in division security documentation to satisfy all relevant Federal, State, and Department requirements. Note that this information is required as part of the authorization to operate process. Authorization to operate is a requirement of system production.
Technical Documentation	At the end of every applicable sprint	Any system documentation, either new or updated that results from these activities. This could include developer resources, changes to existing database, business rule documentation, network diagrams, or systems architecture documentation, etc.
Project Management Plan	At the end of Sprint 2	Streamlined project management plan. Details can be found in Sec 3.02
Testing Plan	At the end of Sprint 6	Comprehensive testing plan. Details contained in Sec 3.02
Design Research Plan	At the end of Sprint 2	Details can be found in Sec 3.02
Usability Plan	At the end of Sprint 2	Details can be found in Sec 3.02

DELIVERY INSTRUCTIONS

Code deliverables shall be submitted via Git PRs to the Azure DevOps repository. A copy of any document deliverables shall be submitted to the Alaska EISM project team.

INSPECTION AND ACCEPTANCE OF SERVICES

All periodic reports and deliverables shall be inspected, tested (where applicable), reviewed, and accepted by the Alaska EISM project team, prior to sprint conclusion and deployment to the staging and production environments.

Only the Alaska EISM project team has the authority to inspect, accept, or reject all deliverables.

Acceptance of services and deliverables will be based on the criteria laid out in the quality assurance plan.

SYSTEM DOCUMENTATION

The contractor shall consult with the Alaska EISM project team to determine what is appropriate, effective, and essential for system documentation. The state requires, at a minimum, that the contractor will generate comprehensive and complete documentation, both within the code itself, within the source code version control system (e.g., through proper use of descriptive commit messages, issue tracking, pull requests, etc.), and as appropriate, in separate documentation, provide artifacts, and create new user stories based on each sprint.

We typically house documentation in Azure DevOps either in the built-in wiki, or as part of a repository. This allows the documents to be versioned and controlled. DOH, DPA expects that the selected contractor will create and update documentation using these standards where appropriate.

QUALITY ASSURANCE

The contractor shall comply with the acceptable quality levels (AQL) as described in the attached quality assurance plan (QAP).

SEC. 3.05 HIPAA SECURITY ASSESSMENT REQUIREMENTS

Once the contract is executed and prior to beginning any other work under the contract, the contractor shall work with the Department of Health (DOH) Security Office to ensure that any staff who will be assigned to the project meet all required security clearance and training processes outlined by DOH, SOA, and CMS. This includes credentialing and training required of all staff who may have access to PII or PHI as a part of this work. This process and the information required of the contractor is detailed in a NIST CSF Assessment Questions List (see next RFP section). Throughout the life of this contract, the awarded vendor will work with the DOH and SOA security offices to ensure that any staff added or removed from the team are compliant with onboarding and offboarding processes.

Follow up clarification questions from the DOH's Security Assessor may be required. The proposed software solution will need to be fully compliant with all the department's authority to Operate (ATO) requirements as well as all the CMS required security standards (Minimal Acceptable Risk Standards for Exchanges (MARS-E) 2.2/ARC-AMPE Framework). **The software or system solution(s) must receive an Authority to Operate from the Security Assessor prior to being implemented and deployed. If the ATO is not issued, the State is not responsible for any additional costs and reserves the right to terminate to contract immediately.**

All contractor costs for the security assessment must be included in the offeror's cost proposal.

SEC. 3.06 INTENT TO PROPOSE AND NON-DISCLOSURE AGREEMENT (NDA)

To obtain the NIST CSF Assessment Questions List, the offeror must complete and submit an intent to propose and non-disclosure agreement, provided as attachment 6 to this RFP. The signed agreement must be emailed to the procurement officer as an attachment and the offeror must also provide the phone number and email address of the person who is to receive the file. The file will then be provided by the procurement officer to an offeror via a secure file transfer site or other method.

The procurement officer will not provide the file until receipt of the completed and signed intent to propose and non-disclosure agreement. The state reserves the right to clarify and verify any offeror's ability to perform the services required under this solicitation prior to granting access to the file, and any proposal submitted from an offeror that does not already have a signed NDA will be considered non-responsive.

SEC. 3.07 HIPAA AND HITECH INFORMATION SECURITY AGREEMENT (ISA)

To further ensure the State meets its legal obligations regarding Protected Health Information, the contractor shall, at all times, meet all requirements set forth in the HIPAA and Health Information Technology for Economic and Clinical Health Act (HITECH) Information Security Agreement (ISA), attached with this RFP as attachment 4 Standard Agreement Form - Appendix F Information Security Agreement (ISA). This ISA will be included in the fully executed contract.

For DOH IT Security purposes, any conflict between these requirements and the BAA, the ISA supersedes the BAA.

SEC. 3.08 INFORMATION TECHNOLOGY (IT) RELATED CONTRACTUAL REQUIREMENTS

Other specific DOH IT-related contractual requirements are provided in Attachment 2. The offeror must complete this spreadsheet in accordance with the provided instructions; space is provided to provide both choose a response (see the drop-down list) and provide further explanation.

Note that in some cases, certain initial elements of the HIPAA Security Assessment indicated in Sections 3.05 – 3.07 may be completed during the negotiation phase based on the offeror's response to these contractual requirements.

SEC. 3.09 CONTRACT TERM AND WORK SCHEDULE

The length of the contract will be from the date of award for eighteen months, with one additional one-year renewal option to be exercised at the sole discretion of the state.

Any extension of the contract beyond the exercised renewal options will be upon mutual agreement between the State and the contractor and effected with a contract amendment processed by the procurement officer and signed by both parties. All other terms and conditions of the contract, including those previously amended, shall remain in full force and effect. Unless otherwise agreed to by both parties, the procurement officer will provide written notice to the contractor of the intent to cancel an extension at least 30 days before the desired date of cancellation.

SEC. 3.10 CONTRACT TYPE

This contract is a firm fixed price contract.

SEC. 3.11 PAYMENT PROCEDURES

The state will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice has been approved by the project director.

SEC. 3.12 CONTRACT PAYMENT

No payment will be made until the contract is approved by the Commissioner of the Department of Health or the Commissioner's designee. Under no conditions will the state be liable for the payment of any interest charges associated with the cost of the contract. The state is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

Any single contract payment of \$1 million or higher must be accepted by the contractor via Electronic Funds Transfer (EFT).

SEC. 3.13 LOCATION OF WORK

The location(s) where the work is to be performed, completed, and managed is at the discretion of the contractor as long as the location complies with the requirements listed below.

The state will be provided with a limited amount of office space (1-2 desk spaces, co-located with DOH staff during contract specific travel). The contractor must provide any additional space that is needed.

We anticipate much of this work to be performed remotely with close collaboration between the project team via digital communication methods. There may be some occasions where an on-site visit is required, but those will be the exception rather than the rule. All equipment (laptops, printers, internet access, etc.) must be supplied by the contractor and must meet physical and information safeguards as defined by DOH staff.

Contractor staff must be available to participate in project-related meetings as scheduled by DOH staff with the State of Alaska's normal business hours (8:00AM–5:00PM Alaska Standard Time).

The contractor should include in their price proposal: transportation, lodging, and per diem costs sufficient to pay for 2-3 persons to make 2-3 trips to 3601 C Street, Suite 490, Anchorage, Alaska 99503 or to 350 Main Street, Juneau, AK 99811-0640 on rare occasion. Travel to other locations will not be required.

By signature on their proposal, the offeror certifies that all services provided under this contract by the contractor and all subcontractors shall be performed in the United States.

If the offeror cannot certify that all work will be performed in the United States, the offeror must submit a request, set out in a separate document in their proposal, that provides a detailed description of the portion of work that will be performed outside the United States, where, by whom, and the reason that is necessary.

The offeror must also provide this information when completing the DOH IT Contractual Requirements Submittal Form.

Failure to comply with these requirements may cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 3.14 THIRD-PARTY SERVICE PROVIDERS

In the event that the vendor solution includes commercial or hosted/SaaS solution, the contractor and any subcontractors must provide, on an annual basis, a Type 2 Statement on Standards for Attestation Engagements (SSAE) SOC 2 report(s). Failure to provide these reports may be treated as a material breach and may be a basis for a finding of default.

SEC. 3.15 SUBCONTRACTORS

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must complete the Submittal Form identified in Section 4.02 Submittal Form H of this RFP.

An offeror's failure to provide this information with their proposal may cause the state to consider their proposal non-responsive and reject it.

Subcontractor experience shall not be considered in determining whether the offeror meets the requirements set forth in Submittal Form F – Mandatory Requirements. **Offerors must be specific in Submittal Form F as to which subcontractor(s) defined in Submittal Form G – Subcontractors they are citing to meet the specific requirement listed in Submittal Form F.**

If a proposal with subcontractors is selected, the state may require a signed written statement from each subcontractor that clearly verifies the subcontractor is committed to provide the good or services required by the contract.

The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director or procurement officer.

Note that if the subcontractor will not be performing work within Alaska, they will not be required to hold an Alaska business license.

SEC. 3.16 JOINT VENTURES

Joint ventures will not be allowed.

SEC. 3.17 RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, the state may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the state makes such an inspection, the contractor must provide reasonable assistance.

SEC. 3.18 RIGHT OF CMS AUDIT AND INSPECTION

Throughout the life of the contract, the Department of Health and Human Services (HHS), Centers for Medicare and Medicaid Services (CMS) and its contractors shall have to the right to conduct onsite or offsite evaluation of services performed by the contractor and to audit and inspect contractor information, data, and records. These rights are addition to Article 2 of Appendix A of this contract, which provides for Inspections and Reports that may be conducted by the Department of Health.

SEC. 3.19 CONTRACT PERSONNEL

Any change of the project team members or subcontractors named in the proposal must be approved, in advance and in writing, by the project director or procurement officer. Changes that are not approved by the state may be grounds for the state to terminate the contract.

DOH envisions the need for the following roles and skillsets as part of the contractor team:

Role	Responsibility
Product Manager	Responsible for planning (in accordance with project goals, timelines and budget), overseeing development (includes resource management), delivery and deployment of software, and overall communication - keeping stakeholders updated on project

	progress and seeking their input throughout the project lifecycle.
Scrum Master	Responsible for facilitating communication between internal and external groups, agile coaching, leading healthy conflicts, removing impediments, keeping the product backlog up to date, sprint planning and rituals (stand-ups, review/retro, etc.).
Technical Lead	Responsible for technical guidance within the team. A Tech Lead is not a manager; they are a member of the Agile Team and contribute to delivery and provide help and mentorship to their teammates.
Developers (Front-end, Back-end or Full Stack)	Responsible for programming, testing, and debugging the product; this includes estimating, planning, and managing all of his/her own tasks and reporting on progress.
Enterprise Content Manager Professional	Responsible for connecting people, processes, and technology together meaningfully (using HP Exstream, or OpenText Exstream or other, if the division migrates to a new enterprise content management system (ECM))).
Researcher	Responsible for collecting and organizing feedback into subsequent iterations to support changes in requirements and system dynamics. Agile research uses interdisciplinary techniques to devise low cost and high-speed methods to better understand the system and the user's needs to design more effective systems.
User Experience/Visual Designer	The user experience (UX) designer is responsible for creating user-friendly solutions for a product (or service). Responsibilities include user research, usability testing, prototyping, User Interface (UI) design, visual design, collaboration, and communication.
Business Analyst	Business Analysts (BA) are responsible for assessing and improving an organization's processes and systems by analyzing data and identifying improvement opportunities. This includes: <ul style="list-style-type: none"> ▪ Data Analysis: Gather and analyze data to identify issues and potential solutions. This may include data like budgets, enrollments and related metrics, as well as forecasts. BAs use analytical thinking to interpret data, look for patterns, and make calculations ▪ Business Improvement: Review business metrics and develop plans for improvement. This may include testing business processes, identifying automation opportunities, and modeling business processes ▪ Communication: Communicate findings and plans to stakeholders. This may

	include simplifying information and technical jargon so it's easy for the whole team to understand
Eligibility & Enrollment Subject Matter Expert (SME)	<p>Eligibility Expertise: Review CMS Medicaid Streamline Modular Certification (SMC) to provide technical assistance to the state during the development and upgrading of their Medicaid programs</p> <ul style="list-style-type: none"> ▪ Researching state Medicaid enrollment documentation and regulations ▪ Defining and designing Medicaid enrollment and reconciliation solutions ▪ Speaking with the client/users to understand their specific Medicaid business processes
Security Consultant	<p>The agile Security Consultant is responsible for helping the project/state stay ahead of threats, identify and prioritize risks, and ensure compliance with regulations. Some principles that can help ensure strong cybersecurity in agile development include:</p> <ul style="list-style-type: none"> ▪ Applying an information risk-management process throughout the development lifecycle ▪ Automating security measures and functions, such as vulnerability scanning, intrusion detection systems, and log analysis ▪ Encouraging collaboration to foster a culture of security awareness and ownership
Quality Assurance	<p>The quality assurance lead coordinates all testing activities to ensure releases meet specific standards and usability requirements.</p> <ul style="list-style-type: none"> • Assist in defining and clarifying user stories • Define acceptance criteria • Design automated, manual, and user tests

Note that one person could meet multiple of these skillset suggestions. Alternatively, multiple people could be needed to support each of these listed skillsets.

DESIRED SKILLS AND KNOWLEDGE

The contractor team shall have knowledge and skills in the following areas:

Current Eligibility System Technology: IBM WebSphere, IBM Operational Decision Manager, IBM Security Access Manager, Mule ESB, OpenText Exstream, Quartz Scheduler, built on JAVA frameworks

The DOH vision on overall architecture of the application can be found [here](#).

Microsoft Technology: Azure cloud platform, .NET Core Language, SQL Server

General Technology: HTML, CSS, JavaScript, Responsive design, SQL (language), Git, Experience working with, using, and building REST APIs, Service-based architecture, automated unit and integration testing, continuous integration and continuous delivery (CI/CD)

Security: Minimal Acceptable Risk Standards for Exchanges (MARS-E) 2.2/ARC-AMPE Framework, CMS security review processes

KEY PERSONNEL

The following requirements related to personnel must be met:

a) The contractor shall assign to perform this contract those persons whose résumés are submitted with its quotation and who are identified in the contractor's quotation as Key Personnel.

b) At a minimum, a Product Manager, Technical Lead, and the Eligibility & Enrollment SME must be identified and designated as Key Personnel

- Experience with CMS Medicaid Streamline Modular Certification (SMC) and related Outcomes
- Experience researching state Medicaid enrollment documentation and regulations
- Experience defining and designing Medicaid enrollment and reconciliation solutions
- Experience speaking with the client/users to understand their specific Medicaid business processes

The **Product Manager** will be a direct liaison to the EISM Project Team. The Product Manager is responsible for the supervision and management of the contractor's personnel, overall technical solution, and budget. Desired skills/experience for the Product Manager include:

- Experience in technical leadership
- Strong ability in agile product management techniques
- Ability to rapidly prioritize competing requirements
- Ability in technical work estimation techniques
- Ability to understand and simplify customer requirements

- Ability to communicate end user feedback to technical and design leads
- Strong communication skills (both written and oral)
- Proven knowledge of industry standards

The **Product Manager** should have a minimum of three (3) years' experience in the last five (5) years leading a project for a health and human services organization. This experience should be reflected in the proposed Product Manager's resume.

The **Technical Lead** should have a full understanding of the technical approach discussed in the proposal interview and is responsible for ensuring that the contractor follows the proposed approach. The **Technical Lead** should have a minimum of three (3) years' experience in the last five (5) years in a technical leadership role.

The **Eligibility and Enrollment SME** should have (3) years experience within the last five (5) years in a comparable role on a similar project.

- Experience with CMS streamlined modular certification (SMC) and related Outcomes
- Experience researching state Medicaid enrollment documentation and regulations

SEC. 3.20 INSPECTION & MODIFICATION - REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The state may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. The project director or procurement officer may instruct the contractor to make corrections or modifications if needed to accomplish the contract's intent. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the state to terminate the contract. In this event, the state may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

SEC. 3.21 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The contractor will not commence additional work until the procurement officer has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Health or the Commissioner's designee.

SEC. 3.22 NONDISCLOSURE AND CONFIDENTIALITY

Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the services specified herein and shall not disseminate or allow dissemination of confidential information except as provided for in this section. The contractor shall hold as confidential and will use reasonable care (including both facility physical security and electronic security) to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, the confidential information. “Reasonable care” means compliance by the contractor with all applicable federal and state law, including the Social Security Act and HIPAA. The contractor must promptly notify the state in writing if it becomes aware of any storage, disclosure, loss, unauthorized access to or use of the confidential information.

Confidential information, as used herein, means any data, files, software, information or materials (whether prepared by the state or its agents or advisors) in oral, electronic, tangible or intangible form and however stored, compiled or memorialized that is classified confidential as defined by State of Alaska classification and categorization guidelines provided by the state to the contractor or a contractor agent or otherwise made available to the contractor or a contractor agent in connection with this contract, or acquired, obtained or learned by the contractor or a contractor agent in the performance of this contract. Examples of confidential information include, but are not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data (infrastructure, architecture, operating systems, security tools, IP addresses, etc).

Additional information that the contractor shall hold as confidential during the performance of services under this contract include:

Department’s security assessment process and documents.

If confidential information is requested to be disclosed by the contractor pursuant to a request received by a third party and such disclosure of the confidential information is required under applicable state or federal law, regulation, governmental or regulatory authority, the contractor may disclose the confidential information after providing the state with written notice of the requested disclosure (to the extent such notice to the state is permitted by applicable law) and giving the state opportunity to review the request. If the contractor receives no objection from the state, it may release the confidential information within 30 days. Notice of the requested disclosure of confidential information by the contractor must be provided to the state within a reasonable time after the contractor’s receipt of notice of the requested disclosure and, upon request of the state, shall seek to obtain legal protection from the release of the confidential information.

The following information shall not be considered confidential information: information previously known to be public information when received from the other party; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach of confidentiality hereof; or information which is disclosed by a party pursuant to subpoena or other legal process and which as a result becomes lawfully obtainable by the general public.

SEC. 3.23 INDEMNIFICATION

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any third-party claim of, or liability for error, omission or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent

negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. “Contractor” and “contracting agency”, as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in the contracting agency’s selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor’s work.

SEC. 3.24 INSURANCE REQUIREMENTS

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.

Certificates of Insurance must be furnished to the procurement officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

Workers' Compensation Insurance: The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Commercial Automobile Liability Insurance: covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

Professional Liability Insurance: covering all errors, omissions, or negligent acts in the performance of professional services under this agreement with minimum coverage limits of \$300,000 per claim /annual aggregate.

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Claim/Annual Aggregate
\$100,000-\$499,000	\$500,000 per Claim/Annual Aggregate
\$500,000-\$999,999	\$1,000,000 per Claim/Annual Aggregate
\$1,000,000 or over	\$20,000,000 per Claim/Annual Aggregate

SEC. 3.25 TERMINATION FOR DEFAULT

If the project director or procurement officer determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the state may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

The procurement officer may also, by written notice, terminate the contract under Administrative Order 352 if the contractor supports or participates in a boycott of the State of Israel.

This clause does not restrict the state's termination rights under the contract provisions of Appendix A or Appendix E, attached in SECTION 7. ATTACHMENTS.

SEC. 3.26 TERMINATION AND SYSTEM OPERATION

If the contract is terminated, within 30 days prior to termination the contractor must provide the State all materials necessary for continued operation, including:

- computer programs
- data files
- user and operations manuals
- system and program documentation
- training programs related to the operation and maintenance of the system

If the contractor has proprietary rights to any of the above materials, the State has one of two options:

- 1) the right to purchase the materials
- 2) the right to lease the materials

Either of these two options will require mutual good faith discussion and finalization of an agreement between the State and contractor prior to the contract termination date.

SECTION 4. PROPOSAL FORMAT AND CONTENT

SEC. 4.01 RFP SUBMITTAL FORMS

This RFP contains Submittal Forms, which must be completed by the offeror and submitted as their proposal. An electronic copy of the forms is posted along with this RFP (see SEC. 7.01 – DOH RFP Submittal Forms). Offerors shall not re-create these forms, create their own forms, or edit the format structure of the forms unless permitted to do so.

Unless otherwise specified in this RFP, the Submittal Forms shall be the offeror’s entire proposal. Do not include any marketing information in the proposal.

Any proposal that does not follow these requirements may be deemed non-responsive and rejected.

SEC. 4.02 SPECIAL FORMATTING REQUIREMENTS

The offeror must ensure that their proposal meets all special formatting requirements identified in this section.

Documents and Text: All attachment documents must be written in the English language, be single sided, and be single spaced with a minimum font size of 10. Pictures or graphics may be used if the offeror feels it is necessary to communicate their information, however, be aware of the below requirements for page limits.

Page Limits: Some Submittal Forms listed below have maximum page limit requirements. Offerors must not exceed the maximum page limits. Note, the page limit applies to the front side of a page only (for example, ‘1 Page’ implies that the offeror can only provide a response on one side of a piece of paper).

Submittal Form	Maximum Page Limits
Submittal Form A – Offeror Information and Certifications	N/A
Submittal Form B – Experience and Qualifications	10
Submittal Form C – Technical Understanding and Approach	10
Submittal Form D – Approach to User Interface and User Experience Design	10
Submittal Form E – Product Management Approach	10
Submittal Form F – Mandatory Requirements	N/A
Submittal Form G – IT Contractual Requirements	N/A
Submittal Form H – Subcontractors	N/A
Submittal Form I – Cost Proposal	N/A

Any Submittal Form that is being evaluated and does not follow these instructions may receive a ‘1’ score for the evaluated Submittal Form, or the entire response may be deemed non-responsive and rejected. Failure to submit any of the Submittal Forms will result in the proposal being deemed non-responsive and rejected.

SEC. 4.03 OFFEROR INFORMATION AND CERTIFICATIONS (SUBMITTAL FORM A)

The offeror must complete and submit this Submittal Form. The form must be signed by an individual authorized to bind the offeror to the provisions of the RFP.

By signature on the form, the offeror certifies they comply with the items listed in the Certifications section of the Submittal Form. If the offeror fails to comply with these items, the state reserves the right to disregard the proposal, consider the contractor in default, or terminate the contract.

The Submittal Form also requests the following information:

- a) The complete name and address of offeror's firm along with the offeror's Tax ID.
- b) Information on the person the state should contact regarding the proposal.
- c) Names of critical team members/personnel.
- d) Addenda acknowledgement.
- e) Conflict of interest statement.
- f) Federal requirements.
- g) Alaska preference qualifications.

An offeror's failure to provide this information may cause the proposal to be determined to non-responsive and rejected.

SEC. 4.04 EXPERIENCE AND QUALIFICATIONS (SUBMITTAL FORM B)

Offerors must describe how they fully meet the mandatory requirements of listed in Section 1.04 and personnel and criteria identified in Section 3.16.

Offerors must also provide a narrative description of the organization of the project team and a personnel roster that identifies lines of authority. For each identified key staff member who will work on the contract, please provide the following:

- Title and identification of the work this individual will be responsible for
- Resume and specifically related work experience.

Offerors must provide information describing work completed of a similar scope and complexity. Please provide experiences with similar technology software development, human-centered design, and continuous deployment methods.

Information about similar experience and qualifications is included as part of your page limitation.

Provide a staffing approach that describes your understanding of the responsibilities and details the number or personnel by skill level/labor category needed to satisfy Section 3.01: Scope of Work as well as Section 3.16 Contract Personnel.

At a minimum, in this section, provide:

- A description of your staffing methodology based on your understanding of the scope and project desired outcomes;
- A breakdown of labor categories, including the title, number of personnel, and hours; and

- A list of Key Personnel by name, title, contact information, proposed duties and roles, and resumes for each proposed Key Personnel in accordance with Section 3.16: Contract Personnel. Resumes should include a description of the experience and capability for all Key Personnel proposed for the offeror's project team. Resumes should also address the individual's technical background, education, work experience, and accomplishments related to the activities described in this RFP. The proposal of any key personnel not currently employed by the offeror or teaming partners shall be accompanied by letters of intent signed by proposed Key Personnel.

The staffing approach is included as part of your page limitation; however, resumes and letters of intent or recommendations are not included in the page limitation.

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- title,
- resume,
- location(s) where work will be performed,
- itemize the total cost and the number of estimated hours for each individual named above.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal cannot exceed the page limit (as described in Section 4.02).

SEC. 4.05 TECHNICAL UNDERSTANDING AND APPROACH (SUBMITTAL FORM C)

Succinctly describe level of knowledge, technical expertise and overall understanding of the responsibilities as set forth in Section 3.01: Scope of Work and Section 3.05 Deliverables. This is also an opportunity to discuss, either in the written proposal or during the verbal presentation, any technical risks or opportunities. This section should include your proposed plans to adhere to the technical requirements and standards listed out in Attachment 2, attached in SECTION 7. ATTACHMENTS.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.06 APPROACH TO USER INTERFACE AND USER EXPERIENCE (SUBMITTAL FORM D)

Background

A User Experience (UX) approach involves a deep understanding of the users through research, organizing information, visual design (and more), all with the goal of meeting user needs and doing it elegantly. It involves

putting users at the center of the design and development process, and establishing an iterative cycle of research, design and evaluation.

User interface (UI) design is a critical element in developing captivating, user-friendly applications. Cutting-edge user interface (UI) design is about more than simply looks; it's also about enabling a smooth user experience (UX). This insight has prompted the pursuit of new frontiers in UI design, wherein technology and creativity combine to produce interfaces that are not only aesthetically pleasing but also logically functional.

The concept of user centric design is one of our core development tenants. The days of using UI design only to create visually appealing, static screens without considering the user's journey are long gone. The user-centric approach of UI design prioritizes understanding the demands, habits, and frustrations of the user.

Additional concepts to consider include:

- **Minimalism:** Using only the most necessary components in the design, this method concentrates on simplicity to produce a clear and simple interface.
- **Advanced Technologies:** New opportunities for innovation in user interface design have been created by the integration of cutting-edge technologies like augmented reality (AR), machine learning (ML), and artificial intelligence (AI). Designers may make interfaces that are more individualized, engaging, and accessible to a wider range of people with varying requirements and skills by utilizing these technologies.
- **Gesture based Navigation:** Due to widespread use of touchscreen devices, gesture-based navigation (which uses the user's gestures to engage with software) has become more accessible. This method can lessen the user's cognitive burden and improve the intuitiveness of navigation.

Approach

Please succinctly describe how you will perform user experience and user interface design as a part of the overall user research. Also include information about how this research will be translated into relevant user stories and ultimately into working software. DOH, DPA expects that for any user facing system changes, there will need to be some amount of user research and design.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.07 PRODUCT MANAGEMENT APPROACH (SUBMITTAL FORM E)

Succinctly describe your approach to the following areas of product management:

- **Product Coordination** – Describe how you will manage the necessary coordination of the different stakeholder groups both within the state and within your teams. How you will handle team communication, meeting scheduling, and day to day information sharing. How you plan to coordinate both the agile ceremonies needed for new work, as well as the support ticket process with the existing helpdesk team and systems.
- **Risk Management** – Discuss how the identification, classification, mitigation, and documentation of risks would be addressed.
- **Issue Management** – Discuss how issues will be identified, addressed, or escalated as needed.

- Testing – Describe your philosophy of testing, and how you would work with the state technical support teams to integrate into the shared CI/CD pipeline. Describe how you envision incorporating user testing.
- User Research Coordination – Describe an overview of your research process and how that will tie in with other delivery activities.

SPECIAL NOTE: The offeror shall not disclose their costs in this Submittal Form. This Submittal Form cannot exceed the page limit (as described in Section 4.02).

SEC. 4.08 MANDATORY REQUIREMENTS (SUBMITTAL FORM F)

Offerors must complete and submit this Submittal Form.

SEC. 4.09 SUBCONTRACTORS (SUBMITTAL FORM H)

If using subcontractors, the offeror must complete and submit this Submittal Form.

SEC. 4.10 COST PROPOSAL (SUBMITTAL FORM I)

Offerors must complete and submit this Submittal Form. Proposed costs must all direct and indirect costs associated with the performance of the contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit. The costs identified on the cost proposal are the total amount of costs to be paid by the state. No additional charges shall be allowed.

SEC. 4.11 DOH IT CONTRACTUAL REQUIREMENTS

Offerors must complete and submit the DOH IT-related contractual requirements provided in Attachment 2

SECTION 5. EVALUATION CRITERIA AND CONTRACTOR SELECTION

SEC. 5.01 SUMMARY OF EVALUATION PROCESS

The state will use the following steps to evaluate and prioritize proposals:

- 1) Proposals will be assessed for overall responsiveness. Proposals deemed non-responsive will be eliminated from further consideration.
- 2) A proposal evaluation committee (PEC), made up of at least three state employees or public officials, will evaluate specific parts of the responsive proposals.
- 3) The Submittal Forms, from each responsive proposal, will be sent to the PEC. No cost information will be shared or provided to the PEC.
- 4) The PEC will independently evaluate and score the documents based on the degree to which they meet the stated evaluation criteria.
- 5) After independent scoring, the PEC will have a meeting, chaired by the procurement officer, where the PEC may have a group discussion prior to finalizing their scores.
- 6) The evaluators will submit their final individual scores to the procurement officer, who will then compile the scores and calculate awarded points as set out in Section 5.03.
- 7) The procurement officer will calculate scores for cost proposals as set out in Section 5.08 and add those scores to the awarded points along with factoring in any Alaska preferences.
- 8) The procurement officer may prioritize the proposals, and the state may conduct interviews with the top-rated offerors.
- 9) The PEC will evaluate and score the interviews, and the procurement officer will compile the final scores.
- 10) The state will then conduct any necessary negotiations with the highest scoring offeror and award a contract if the negotiations are successful.

SEC. 5.02 EVALUATION CRITERIA

Proposals will be evaluated based on their overall value to state, considering both cost and non-cost factors as described below. Note: An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

Overall Criteria	Weight
Responsiveness	Pass/Fail
Mandatory Requirements Compliance (Submittal Form F)	

Qualifications Criteria		Weight
Experience and Qualifications	(Submittal Form B)	200
Technical Understanding and Approach	(Submittal Form C)	150
Approach to User Interface and User Experience	(Submittal Form D)	100
Product Management Approach	(Submittal Form E)	50
Total		500

Cost Criteria		Weight
Cost Proposal	(Submittal Form G)	250
Total		250

Interview		Weight
Interview (if applicable)		250
Total		250

TOTAL EVALUATION POINTS AVAILABLE: 1000

SEC. 5.03 SCORING METHOD AND CALCULATION

The PEC will evaluate responses against the questions set out in Sections 5.04 through 5.07 and assign a single score for each section. Offerors' responses for each section may be rated comparatively against one another with each PEC member assigning a score of 1, 5, or 10 (with 10 representing the highest score, 5 representing the average score, and 1 representing the lowest score). Responses that are similar or lack dominant information to differentiate the offerors from each other will receive the same score. Therefore, it is the offeror's responsibility to provide dominant information and differentiate themselves from their competitors.

After the PEC has scored each section, the scores for each section will be totaled and the following formula will be used to calculate the amount of points awarded for that section:

- 1) Maximum Points Available / Maximum Combined PEC Score Possible
- 2) Combined PEC Score x Result of 1)

Example (Maximum Points Available for the Section = 100):

	PEC Member 1 Score	PEC Member 2 Score	PEC Member 3 Score	PEC Member 4 Score	Combined Total Score	Points Awarded
Offeror 1	10	5	5	10	30	75
Offeror 2	5	5	5	5	20	50
Offeror 3	10	10	10	10	40	100

Offeror 1 was awarded 75 points:

Maximum Points Available (100)
 _____ = 2.5
 Maximum Combined PEC Score Possible (40)

Combined PEC Score (30) x 2.5 = Points Awarded (75)

Offeror 2 was awarded 50 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (20) x 2.5 = Points Awarded (50)

Offeror 3 was awarded 100 points:

$$\frac{\text{Maximum Points Available (100)}}{\text{Maximum Combined PEC Score Possible (40)}} = 2.5$$

Combined PEC Score (40) x 2.5 = Points Awarded (100)

SEC. 5.04 EXPERIENCE AND QUALIFICATIONS

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a proposed staffing plan. It should include the following: narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- Narrative description of the organization of the project team;
- Personnel roster that identifies each person who will work on the project to include their role
- Identify key staff and their level of allocation to the project;
- Provide resumes for key staff

Key Staff should include the offeror's Project and Deputy Manager, Lead Technical Manager, Business Manager, Lead Business Analyst, and all business analysts, implementation team members and team leader, and integration architect.

It would be highly desirable for members of the offeror's key staff to have prior or current experience working with the Department.

Offerors must provide reference names and phone numbers for similar projects the offeror's firm has completed to include contract value and a brief description of the eligibility system projects that were successfully completed.

The offeror's project manager should have the following:

- A current Project Management Institute (PMI) Project Management Professional (PMP) certification or equivalent recognized project management certification (not a certificate for the completion of a project management course); and
- Served as the project manager or key staff member on an eligibility system implementation project within the previous three years for a system that is still in operation/production.
- The Offeror should provide a copy of the project manager's credentials

The State will evaluate the offeror's proposed staffing model, skill levels, labor categories, allocation, and relevant work experience demonstrated by Key Personnel.

The State will evaluate the offeror's experience in performing work of similar scope and complexity. The State will also evaluate the offeror's experience with similar technology, software development and related development methodology, human-centered design, and continuous deployment methods.

This Submittal Form must not exceed ten pages (reference RFP section 4.02); however, resumes and letters of intent are not included in the page limitation and may be submitted as attachments.

SEC. 5.05 TECHNICAL UNDERSTANDING AND APPROACH

The State will evaluate the offeror's technical approach: level of knowledge, technical expertise, and overall understanding of the requirements. The State will also evaluate the offeror's skills with similar technology software development and continuous deployment methods. Of special note is how well the proposed approach aligns with the Department's Technical Strategy.

SEC. 5.06 PRODUCT MANAGEMENT APPROACH

The State will evaluate the offeror's approach to project coordination, risk management, issue management, user testing, and user research coordination.

SEC. 5.07 APPROACH TO USER INTERFACE AND USER EXPERIENCE

The State will evaluate the offeror's approach to user interface and user experience as they relate to the creation of user stories and delivery of working software.

SEC. 5.08 CONTRACT COST (COST PROPOSAL)

Overall, a minimum of 25% of the total evaluation points will be assigned to cost. The offeror with the lowest total cost will receive the maximum number of points allocated to cost per 2 AAC 12.260(c). The point allocations for cost on the other proposals will be determined using the following formula:

$$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Cost of Each Higher Priced Proposal})$$

Example (Max Points for Contract Cost = 400):

Step 1

List all proposal prices, adjusted where appropriate by the application of applicable preferences claimed by the offeror.

Offeror #1	\$40,000
Offeror #2	\$42,750
Offeror #3	\$47,500

Step 2

In this example, the RFP allotted 40% of the available 1,000 points to cost. This means that the lowest cost will receive the maximum number of points.

Offeror #1 receives 400 points.

The reason they receive that amount is because the lowest cost proposal, in this case \$40,000, receives the maximum number of points allocated to cost, 400 points.

Offeror #2 receives 374.3 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$42,750 cost of Offeror #2's proposal = 374.3

Offeror #3 receives 336.8 points.

\$40,000 lowest cost x 400 maximum points for cost = 16,000,000 ÷ \$47,500 cost of Offeror #3's proposal = 336.8

SEC. 5.09 SHORTLISTING

After proposals have been prioritized, the state may shortlist and interview the top three highest ranking offerors. The state may increase or decrease the number of offerors in this list based on the competitiveness of the proposals and/or from feedback from the PEC.

SEC. 5.10 INTERVIEWS OF CRITICAL TEAM MEMBERS

The state may conduct an individual interview with the primary project manager and a group interview with the critical team members identified in Submittal Form A of the offeror's proposal (the state reserves the right to request additional personnel). All these personnel must attend the interview, and no other individuals from the offeror's organization will be allowed to sit in or participate during the interview sessions. If any of these personnel fail to attend the interview the offeror may be given a "1" score, which may jeopardize the offeror's competitiveness.

Interviews are expected to last approximately 100 minutes, but that time may be increased or decreased at the discretion of the state. Interviewees may not bring notes, presentation materials, or handouts. Interviewees may be prohibited from making any reference to their proposed cost/fees.

Below is an example of the schedule the interviews will follow:

No.	Agenda Item	Time Allocated
1	Introductions	Approximately 5 minutes
2	Open Session	90 minutes
3	Closing Remarks	5 minutes

Introductions will be used solely for introducing team member's names and roles on both the State and offeror's side. Time for introductions will not be allocated to business development purposes.

During the open technical session, the offeror will respond to the State's questions related to the technical aspects of the offeror's proposal. The goal of the open session is to assess the abilities and understanding of the proposed Key Personnel, and to further elaborate on the proposed approach described in the written proposal. The State strongly prefers a demonstration of a similar application built on like technology. This application can be a working prototype if a production application is not available for demo. This could include a short overview of an application that is built in JAVA and running on IBM WebSphere that includes a rules-based system or changes to

an application that is already running on a similar technology stack. Of special note would be a demonstration of code management processes where multiple teams are working on a single code base including tools, testing, and process control. The State is not interested in a demo or overview of an eligibility system that does not share similar technology and does not demonstrate the team's ability to modify and maintain the State of Alaska's Integrated Eligibility System. At this time the State of Alaska is not interested in a full system replacement and does not intend to issue an RFP to do so.

Proposed Key Personnel must participate in the verbal presentation. Otherwise, the offeror will be considered non-responsive and excluded from further consideration. The State is most interested in hearing from staff who will have a direct role in completing the tasks.

Verbal presentations will take place via Microsoft Teams video chat. The State will coordinate and set up the meeting accordingly. We strongly encourage you join with audio, video, and screen sharing capability.

The open session will not exceed 90 minutes. The Procurement Officer will strictly enforce this time limit on all presentations.

There will be no follow-up session for further questions after the presentation.

Interviewees may be asked questions regarding their experience, knowledge and understanding of the scope of work, obstacles and challenges, strategies, and their plan/approach. The state may request additional information prior to interviews. The PEC will score each interview individually using the 1, 5, 10 scoring method described in Section 5.03, and may have a group discussion prior to finalizing scores.

SEC. 5.11 COST REASONABLENESS

Prior to conducting contract negotiations, the procurement officer may perform a cost reasonableness assessment of proposals in the following manner:

- a) If the highest ranked offeror's cost proposal is within 5% of the next highest ranked offeror's cost proposal, the state may proceed to invite the highest ranked offeror to contract negotiations.
- b) If the highest ranked offeror's cost proposal is 5% or more higher than the next highest ranked offeror's cost proposal, the state reserves the right to invite the second highest ranked offeror to contract negotiations.

SEC. 5.12 CONTRACT NEGOTIATIONS

After final evaluation, the procurement officer may negotiate with the offeror of the highest or second highest ranked proposal. The intent of negotiations is to allow the apparent best-value offeror an opportunity to clarify and document any assumptions, issues, or risks, and confirm that their proposal is accurate. It is also to allow the state to do the same, including the offeror's response to the DOT IT Contractual Requirements.

Negotiations, if held, shall be within the scope of the request for proposals and limited to those items which would not have an effect on the ranking of proposals. The state reserves the right at its sole discretion to negotiate with the potential best-value offeror during the negotiation period. This may include, but is not limited to, modifying the scope of the project (time, cost, quality, expectations, etc.). However, modifications may not be made to the extent it would have an effect on the ranking of proposals.

An invitation to the negotiation period does not constitute a legally binding offer to enter into a contract on the part of the state or the offeror. If at any time during the negotiation period, if the state is not satisfied with the progress being made by the selected offeror, or if the offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the state, after a good faith effort, simply cannot come to terms,

The state may terminate negotiations with the offeror initially selected and commence negotiations with an alternative offeror.

SEC. 5.13 OFFEROR NOTIFICATION OF SELECTION

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies of that notice to all offerors who submitted proposals. The notice will list the names of all offerors and identify the offeror(s) selected for award.

SECTION 6. GENERAL PROCESS AND LEGAL INFORMATION

SEC. 6.01 INFORMAL DEBRIEFING

When the contract is completed, an informal debriefing may be performed at the discretion of the project director or procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

SEC. 6.02 ALASKA BUSINESS LICENSE AND OTHER REQUIRED LICENSES

Prior to the award of a contract, an offeror must hold a valid Alaska business license. However, in order to receive the Alaska Bidder Preference and other related preferences, such as the Alaska Veteran Preference and Alaska Offeror Preference, an offeror must hold a valid Alaska business license prior to the deadline for receipt of proposals. Offerors should contact the **Department of Commerce, Community and Economic Development, Division of Corporations, Business, and Professional Licensing** for information on these licenses. Acceptable evidence that the offeror possesses a valid Alaska business license may consist of any one of the following:

- copy of an Alaska business license;
- certification on the proposal that the offeror has a valid Alaska business license and has included the license number in the proposal;
- a canceled check for the Alaska business license fee;
- a copy of the Alaska business license application with a receipt stamp from the state's occupational licensing office; or
- a sworn and notarized statement that the offeror has applied and paid for the Alaska business license.

You are not required to hold a valid Alaska business license at the time proposals are opened if you possess one of the following licenses and are offering services or supplies under that specific line of business:

- fisheries business licenses issued by Alaska Department of Revenue or Alaska Department of Fish and Game,
- liquor licenses issued by Alaska Department of Revenue for alcohol sales only,
- insurance licenses issued by Alaska Department of Commerce, Community and Economic Development, Division of Insurance, or
- Mining licenses issued by Alaska Department of Revenue.

Prior the deadline for receipt of proposals, all offerors must hold any other necessary applicable professional licenses required by Alaska Statute.

SEC. 6.03 STANDARD CONTRACT PROVISIONS

The contractor will be required to sign the state's Standard Agreement Form for Professional Services. This form is attached with the RFP for your review. The contractor must comply with the Appendix A contract provisions set out in this attachment. No alteration of these provisions will be permitted without prior written approval from the Department of Law, and the state reserves the right to reject a proposal that is non-compliant or takes

exception with the contract terms and conditions stated in the Agreement. Any requests to change language in this document (adjust, modify, add, delete, etc.), must be set out in the offeror's proposal in a separate document. Please include the following information with any change that you are proposing:

- 1) Identify the provision that the offeror takes exception with.
- 2) Identify why the provision is unjust, unreasonable, etc.
- 3) Identify exactly what suggested changes should be made.

SEC. 6.04 BUSINESS ASSOCIATE AGREEMENT (BAA)

The State has a standard BAA that is included in contracts that involve Personal Health Information (PHI) covered under the Health Insurance Portability and Accountability (HIPAA) Act. This BAA will be included in the fully executed contract and is attached along with this RFP as HIPAA BAA. Similar to Section 6.03, any request to change language in this document must be set out in the offeror's proposal in a separate document.

SEC. 6.05 QUALIFIED OFFERORS

Per 2 AAC 12.875, unless provided for otherwise in the RFP, to qualify as an offeror for award of a contract issued under AS 36.30, the offeror must:

- 1) Add value in the contract by actually performing, controlling, managing, or supervising the services to be provided; or
- 2) Be in the business of selling and have actually sold on a regular basis the supplies that are the subject of the RFP.

If the offeror leases services or supplies or acts as a broker or agency in providing the services or supplies in order to meet these requirements, the procurement officer may not accept the offeror as a qualified offeror under AS 36.30.

SEC. 6.06 PROPOSAL AS PART OF THE CONTRACT

Part of all of this RFP and the successful proposal may be incorporated into the contract.

SEC. 6.07 ADDITIONAL TERMS AND CONDITIONS

The state reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

SEC. 6.08 HUMAN TRAFFICKING

By signature on their proposal, the offeror certifies that the offeror is not established and headquartered or incorporated and headquartered in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report.

The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: <https://www.state.gov/trafficking-in-persons-report/>

Failure to comply with this requirement will cause the state to reject the proposal as non-responsive or cancel the contract.

SEC. 6.09 RIGHT OF REJECTION

Offerors must comply with all of the terms of the RFP, the State Procurement Code (AS 36.30), and all applicable local, state, and federal laws, codes, and regulations. The procurement officer may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the state. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are trivial, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision;

may be waived by the procurement officer.

The state reserves the right to refrain from making an award if it determines that to be in its best interest. **A proposal from a debarred or suspended offeror shall be rejected.**

SEC. 6.10 STATE NOT RESPONSIBLE FOR PREPARATION COSTS

The state will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

SEC. 6.11 DISCLOSURE OF PROPOSAL CONTENTS

All proposals and other material submitted become the property of the State of Alaska and may be returned only at the state's option. AS 40.25.110 requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Intent to Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the offeror requests, in writing, that the procurement officer does so, and if the procurement officer agrees, in writing, to do so. The offeror's request must be included with the proposal, must clearly identify the information they wish to be held confidential, and include a statement that sets out the reasons for confidentiality. Unless the procurement officer agrees in writing to hold the requested information confidential, that information will also become public after the Notice of Intent to Award is issued.

SEC. 6.12 ASSIGNMENT

Per 2 AAC 12.480, the contractor may not transfer or assign any portion of the contract without prior written approval from the procurement officer. Proposals that are conditioned upon the state's approval of an assignment will be rejected as non-responsive.

SEC. 6.13 SEVERABILITY

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SEC. 6.14 SUPPLEMENTAL TERMS AND CONDITIONS

Proposals must comply with Section 6.08 Right of Rejection. However, if the state fails to identify or detect supplemental terms or conditions that conflict with those contained in this RFP or that diminish the state's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the state's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

SEC. 6.15 SOLICITATION ADVERTISING

Public notice has been provided in accordance with 2 AAC 12.220.

SEC. 6.16 SITE INSPECTION

The state may conduct on-site visits to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the state reasonable access to relevant portions of its work sites. Individuals designated by the procurement officer at the state's expense will make site inspection.

SEC. 6.17 CLARIFICATION OF OFFERS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee (PEC) are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the procurement officer or the PEC may be adjusted as a result of a clarification under this section.

SEC. 6.18 DISCUSSIONS WITH OFFERORS

The state may conduct discussions with offerors in accordance with AS 36.30.240 and 2 AAC 12.290. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the procurement officer or the PEC. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the procurement officer may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offeror's immediate previous proposal is considered the offeror's best and final proposal.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a proposal must be reduced to writing by the offeror.

SEC. 6.19 FEDERALLY IMPOSED TARIFFS

Changes in price (increase or decrease) resulting directly from a new or updated federal tariff, excise tax, or duty, imposed after contract award may be adjusted during the contract period or before delivery into the United States via contract amendment.

- **Notification of Changes:** The contractor must promptly notify the procurement officer in writing of any new, increased, or decreased federal excise tax or duty that may result in either an increase or decrease in the contract price and shall take appropriate action as directed by the procurement officer.
- **After-imposed or Increased Taxes and Duties:** Any federal excise tax or duty for goods or services covered by this contract that was exempted or excluded on the contract award date but later imposed on the contractor during the contract period, as the result of legislative, judicial, or administrative action may result in a price increase provided:
 - a) The tax or duty takes effect after the contract award date and isn't otherwise addressed by the contract;
 - b) The contractor warrants, in writing, that no amount of the newly imposed federal excise tax or duty or rate increase was included in the contract price, as a contingency or otherwise.
- **After-relieved or Decreased Taxes and Duties:** The contract price shall be decreased by the amount of any decrease in federal excise tax or duty for goods or services under the contract, except social security or other employment [taxes](#), that the contractor is required to pay or bear, or does not obtain a refund of, through the contractor's fault, negligence, or failure to follow instructions of the procurement officer.
- **State's Ability to Make Changes:** The state reserves the right to request verification of federal excise tax or duty amounts on goods or services covered by this contract and increase or decrease the contract price accordingly.
- **Price Change Threshold:** No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

SEC. 6.20 PROTEST

AS 36.30.560 provides that an interested party may protest the content of the RFP.

An interested party is defined in 2 AAC 12.990(a) (7) as "an actual or prospective bidder or offeror whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

If an interested party wishes to protest the content of a solicitation, the protest must be received, in writing, by the procurement officer at least ten days prior to the deadline for receipt of proposals.

AS 36.30.560 also provides that an interested party may protest the award of a contract or the proposed award of a contract.

If an offeror wishes to protest the award of a contract or the proposed award of a contract, the protest must be received, in writing, by the procurement officer within ten days after the date the Notice of Intent to Award the contract is issued.

A protester must have submitted a proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- the name, address, and telephone number of the protester;
- the signature of the protester or the protester's representative;
- identification of the contracting agency and the solicitation or contract at issue;
- a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

The procurement officer will issue a written response to the protest. The response will set out the procurement officer's decision and contain the basis of the decision within the statutory time limit in AS 36.30.580. A copy of the decision will be furnished to the protester by certified mail, fax or another method that provides evidence of receipt.

All offerors will be notified of any protest. The review of protests, decisions of the procurement officer, appeals, and hearings, will be conducted in accordance with the State Procurement Code (AS 36.30), Article 8 "Legal and Contractual Remedies."

SECTION 7. ATTACHMENTS

Attachments:

- 1) Submittal Forms A – H
- 2) DOH IT Contractual Requirements
- 3) Submittal Form I - Cost Proposal
- 4) Standard Agreement Form - Appendix A - F
- 5) Federal Regulations
- 6) NDA – Non-Disclosure Agreement and Intent to Propose
- 7) Quality Assurance Plan (QAP) and Service Level Agreement (SLA)

Intent to Propose

RFP # _____

By signing this form, the contractor confirms that they have received the RFP and intend to submit a proposal in response to the RFP.

Printed Name of Authorized Representative _____

Title _____

Signature _____

Date _____

Contractor Name _____

Non-Disclosure Agreement

State of Alaska Department of Health (DOH)

(Note: Do not modify this form)

This Non-Disclosure Agreement (the "Agreement") applies to RFP _____ (RFP Number),
for _____ (Services) and is made effective upon signature of the Agreement. The Agreement is between the State of Alaska, Department of Health and the company named at the end of this document.

Background Information

- A. The Department is in the process of soliciting vendors for the above-mentioned RFP.
- B. The data and information that DOH expects to provide to Vendor for use in evaluating Vendor's proposal to provide the Services is confidential and not public data and the parties desire to enter into a Confidentiality Agreement to set forth their respective duties and obligations regarding Department of Health's data and information.

Provisions

In consideration of the foregoing Background Information, which is incorporated by this reference as if fully re-written herein and the mutual covenants and provisions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Confidential Information. As used in this Agreement, "Confidential Information" shall mean any and all technical and non-technical information about Department of Health, including, but not limited to data and information processed or provided by the Department of Health in connection with evaluating and assessing the Services. The Recipient hereby agrees to abide by the Department of Health's determination that such information is Confidential Information and that the same is of a special and unique nature and value, important and material, that it gravely affects the effective and successful conduct of the business.

Section 2. Preservation of Confidentiality. All Confidential Information (a) supplied by any employee, agent, consultant, or independent contractor of Department of Health ("Department of Health Representatives") to the Recipient or any employee, agent, officer, director, shareholder, independent contractor or representative of the Recipient (collectively, the "Recipient Representatives"), (b) obtained by the Recipient or any Recipient Representatives from any documents, meetings or telephone conversations with any Department of Health Representatives or from books or records of Department of Health, (c) obtained by the Recipient or any Recipient Representatives or in any other manner including through hosting the software evaluation on Recipient's website, or (d) jointly or individually developed by Department of Health and/or Recipient shall be protected and maintained by the Recipient on a confidential basis and the Recipient shall not use any of the Confidential Information for any purposes (other than as permitted by this Agreement). The Recipient shall refrain from directly or indirectly disclosing any of the Confidential Information to any person, firm, fund, or entity, or knowingly making any Confidential Information available to any others for any use (other than as permitted by this Agreement). Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information. In furtherance and not in limitation of the foregoing provisions, the Recipient shall:

- (a) Restrict disclosure of the Confidential Information only to those of the persons as may be absolutely necessary;
- (b) Advise all persons to whom Confidential Information is disclosed of the strict obligations of confidentiality hereunder; and

- (c) Take such steps to protect the confidentiality of the Confidential Information as may be taken to protect the Recipient's own confidential materials, but in no event shall the Recipient use less than a reasonable degree of care.

In addition to the foregoing, Recipient agrees to use reasonable and appropriate administrative, physical and technological safeguards to: (i) prevent use or disclosure of the Confidential Information other than as provided for by this Agreement; and (ii) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Confidential Information. Recipient represents and warrants that it has implemented, and during the term of this Agreement shall maintain, comprehensive written privacy and security policies and procedures and the necessary administrative, technical and physical safeguards appropriate to the size and complexity of Recipient's operations and the nature and scope of its activities.

Section 3. Recipient Representatives. Recipient agrees to ensure that any Recipient Representative to whom it provides Confidential Information agrees in writing to the same restrictions and conditions that apply through this Agreement to Recipient with respect to Confidential Information. Such written agreement shall also require the Recipient Representative to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Confidential Information that it receives. Recipient, and not the Department of Health, is solely responsible for Recipient Representatives' uses and disclosures of Confidential Information.

Section 4. Ownership of Information. All information learned or developed pursuant to this Agreement shall be "Confidential Information" as defined in this Agreement and shall be the property of Department of Health.

Section 5. Information Not Covered Under This Agreement. This Agreement shall not apply to specific information if:

- (a) The information is or later becomes generally available to the public, except as a result of an unauthorized disclosure by the Recipient or Recipient Representatives;
- (b) Department of Health gives its prior written consent to the disclosure of information or the waiver of any provision of this Agreement; or
- (c) The information is disclosed to the Recipient by a third party (except an employee or former employee of Recipient or its affiliates) who is not under a legal restriction not to so disclose such information.

Section 6. Fulfillment of Purpose. When requested by Department of Health, the Recipient shall:

- (a) Return all documents, copies of documents, computer records and other means of recording or storing Confidential Information in Recipient's or Recipient Representatives' possession to Department of Health within five (5) calendar days or, at Recipient's option, destroy all such items;
- (b) Certify in writing to Department of Health that the Recipient has so complied; and
- (c) Not use or disclose the Confidential Information or transact business in any manner based upon the Confidential Information.

Section 7. Indemnification of Department of Health. The Recipient shall indemnify and hold Department of Health harmless from and against all liability, loss, cost or expense (including attorneys' fees) which Department of Health may sustain or incur by reason of the breach of any agreements, representations, warranties or covenants of or relating to Recipient or any of the Recipient Representatives contained in this Agreement or by reason of the enforcement by Department of Health of any such agreements, representations, warranties or covenants set forth herein.

Section 8. Survival. The restrictions and obligations under this Agreement shall survive any expiration, termination or cancellation of this Agreement and shall continue to bind Recipient, its successors and assigns.

Section 9. Injunctive Relief. The Recipient agrees that this Agreement is necessary to protect the value of the Confidential Information, and the Recipient covenants that any breach of this Agreement shall result in irreparable damage to Department of Health to which Department of Health shall have no adequate remedy at law, and the Recipient consents to an injunction by any court of competent jurisdiction in Juneau City and Borough, Alaska in favor of Department of Health enjoining any breach of this Agreement without the necessity of posting bond, or if bond is required, the same shall not exceed one hundred dollars, without prejudice to any other right or remedy to which Department of Health may be entitled.

Section 10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alaska (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Section 11. References. All references in this Agreement to particular sections, subsections or articles shall, unless expressly otherwise provided, or unless the context otherwise requires, be deemed to refer to the specific sections or articles in this Agreement. The words "herein", "hereof", "hereunder", "hereinabove" and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or article hereof. Whenever a party to this Agreement agrees or is under an obligation not to unreasonably withhold its consent or approval to any matter, it shall be construed that such party is obligated not to unreasonably withhold, delay or condition its consent or approval.

Section 12. Illustrative Terms. Whenever the word "including", "includes" or any variation thereof is used herein, such term shall be construed as a term of illustration and not a term of limitation. For example, the term "including" shall be deemed to mean "including, without limitation", and the term "includes" shall be deemed to mean "includes, without limitation".

Section 13. Joint Preparation. This Agreement shall not be construed more strictly against any party because the party or its legal representatives participated in its drafting.

Section 14. Response to Subpoena. Recipient shall promptly notify Department of Health if it receives a subpoena or other legal process seeking the disclosure of Confidential Information. Such notification shall be provided in a timeframe that allows Department of Health a reasonable amount of time to respond to the subpoena, object to the subpoena, or to otherwise intervene in the action to which the subpoena pertains.

Section 15. Notification of Claims. Recipient shall promptly notify Department of Health upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the Confidential Information, regardless of whether Department of Health and/or Recipient are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

Section 16. Assistance in Litigation or Administrative Proceedings. Recipient shall make itself and any Recipient Representatives, available to Department of Health to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Department of Health based upon a claimed violation of any laws protecting the use or disclosure of the Confidential Information.

Section 17. No Third-Party Beneficiaries. It is the intent of the Parties that this Agreement is to be effective only regarding their rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each Party.

☐ Agree

☐ Disagree

I have read and agree to the terms of this Agreement and represent and warrant that I have authority to bind this entity named below to these terms and conditions.

Printed Name of Authorized Representative _____

Title _____

Signature _____

Date _____

Contractor Name _____

PERFORMANCE BASED QUALITY ASSURANCE PLAN (QAP)

ARIES MILESTONE II DEVELOPMENT

INTRODUCTION

This Quality Assurance Plan (QAP) has been developed to evaluate contractor actions while implementing the Scope of Work. It is designed to provide an effective method of monitoring contractor performance for each listed objective on the Performance Requirements Matrix. It also provides a systematic method to evaluate the services the contractor is required to furnish.

STANDARD

The contractor is responsible for management and quality control actions to meet the terms of the contract. The role of the Procurement Officer (PO) and the Milestone II Development project team is quality assurance to ensure contract standards are achieved. The contractor shall perform all work required in a satisfactory manner in accordance with the requirements of the RFP. The Contractor shall notify the Product Manager for appropriate action if it is likely that the contractor will not achieve successful delivery of the software code or support activities in accordance with the performance objectives and acceptable quality levels (AQLs) identified below.

PERFORMANCE REQUIREMENTS MATRIX

The Technical Support Team and PO will evaluate the performance objectives reflected below by reviews and acceptance of work products and services. As indicated, the Product Team and PO will assess progress towards the final delivered software code. Note that the performance requirements listed below are required for the final deliverables. However, the sprints and incremental delivery of code will be assessed by the Department of Health to ensure that the contractor is on a path to successful final delivery. Deliverable or Required Services Performance Standard(s):

Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Review	Service Level Agreement
Tested Code	Code delivered under the contract must have substantial test code coverage and a clean code base.	Minimum of 90% test coverage of all relevant code.	Combination of manual review and automated testing, using tools that integrate with Microsoft TFS and AzureDevOps.	<p>Achieve at least 90% test coverage for all system requirements during system testing.</p> <p>Resolve all critical defects identified during any testing phase</p> <p>Deliver detailed test reports after the completion of each testing phase</p>
Accessible	Client-side rendering must conform with WCAG 2.0, level AA.	0 errors reported for 508 Standards using an automated scanner and 0 errors reported in manual testing.	Testing method TBD	Maintain 99% availability of test environments during scheduled testing periods
Deployed	Code must successfully build and deploy into DHSS testing environments.	Successful build DHSS managed automated continuous integration processes.	Combination of manual review and agreed upon automated testing.	The percentage of successful deployments out of the total deployment attempts will have less than a 10% failure rate

Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Review	Service Level Agreement
Documented	All dependencies (and licenses for dependencies) are listed and all major functions are documented.	All dependencies are listed and the licenses are documented. Software/source code is documented per the RFP requirements. System diagram is provided.	Combination of manual review and automated testing	All user manuals, API documentation, deployment guides, and system architecture diagrams are readily available All documentation is updated in tandem with new version releases
Available	Code must be stored in a version-controlled open-source repository.	All code produced under the contract must be available	DHSS will assess code availability	New code versions maintain compatibility with previous versions, minimizing disruptions for users
User research	Design research and usability testing activities must be conducted at regular intervals throughout the development process (not just at the beginning or end) to ensure the user needs are well	By the end of the second sprint, vendor shall establish a design research plan in collaboration with the Milestone II Development project team. This plan must account for the availability of resources, articulation of research methods,	DHSS will cross-reference research-related records with other project documentation to ensure that research is properly accounted for and communicated.	

Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Review	Service Level Agreement
	understood and that design solutions work well for users.	and delivery of research-related records. In subsequent sprints, research-related records will be delivered in accordance with the aforementioned design research plan.		
Secure	Code must be free of medium- and high-level static and dynamic security vulnerabilities.	Clean automated tests from a static testing SaaS, Veracode, and/or documentation explaining any false positives.	Architecture must conform to DHSS IT Standards and project standards	Severity-Based Remediation Timelines

PROCEDURES

The Milestone II Development project team and PO, along with the product owner, will inspect all tasks required by the contract to ensure contractor compliance with the contract requirements at the conclusion of each sprint, which shall have a length of two to four weeks, unless agreed upon by the vendor and Milestone II Development project team. The DHSS Technical Team will create/identify the repositor(y/ies) needed for executing the contract and provide brief documentation on their purpose. If the contractor identifies a need for a change in the repositories, they will submit a request to the DHSS Technical Team. The DHSS Technical Team will review, discuss as needed, and resolve the request, as agreed.

Delivery of all software assets will occur by pull request from the contractor's repository to the appropriate DHSS Alaska repository. If inspection results are satisfactory, the pull request will be merged; otherwise, deficiencies will be noted in the pull request or through issues as described below. The Product Team and PO may find the delivery

satisfactory even though further work is required, provided that the specific requirements of the sprint are met.

Unless otherwise agreed upon in writing, the contractor shall deliver research-related records to DHSS in accordance with the previously agreed upon design research plan. The design research plan shall be delivered during by the end of the second sprint.

At the conclusion of each sprint, the PO (or their designee) and the Milestone II Development project team will review the completed user stories and related functionality to ensure compliance with acceptance criteria and requirements. Incomplete or inadequate code and user stories will be noted in a mutually agreed-upon issue tracker with links to each issue shared with the PO. The contractor may respond in that tracker as appropriate, addressing the accuracy and validity of the defect as well as any planned corrective action (if not already noted). All clarifications and changes to the scope agreed upon in the issue tracker will be updated as revised acceptance criteria in the incomplete backlog items as part of the backlog grooming process. The contractor team will discuss and document actions to prevent recurrence in the sprint retrospectives.

At the conclusion of the period of performance, a similar procedure will be followed to document discrepancies and to assess overall performance.

If any of the services do not conform to the contract requirements, the PO may require the contractor to perform the services again in conformity with contract requirements. Any user stories that are not accepted must be completed in the next sprint, unless the product owner and product manager agree to move it to a later sprint. The PO shall not certify satisfactory performance for the contract until all defects have been corrected. When the defects in services cannot be corrected by re-performance, the State may:

1. Require the contractor to take necessary action to ensure that future performance conforms to contract requirements; and,
2. Reduce the contract price to reflect the reduced value of the services performed. The Product Manager and PO will maintain a complete quality assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions relating to the State's performance of the quality assurance function, including originals of all quality monitoring checklists. All such records will be retained for the life of the contract.

ACCEPTANCE OF SERVICES

Acceptance of services shall be based upon compliance with performance standards described in the performance requirements matrix and monitoring procedures described in this QAP. Before approving/certifying any contractor invoices, the PO will verify that all invoiced services have been performed in compliance with contract requirements. The PO shall not certify satisfactory performance for the contract until all defects have been corrected.